

UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO

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IN RE: CASE NO. 23-03241-ESL7
Chapter 7

RIC F. MALIK,
Debtor

DEBTOR'S MASTER EXHIBIT LIST
WITH ATTACHED EXHIBITS

Filed in Support of Motion to Enforce Automatic Stay
and Request for Sanctions Under 11 U.S.C. § 362(k)

Submitted By:
RIC F. MALIK (Pro Se)
756 Vieques, PR 00765
Email: ricmalik3@gmail.com
Phone: 787-530-7799



Dated: April 20, 2025

UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO

IN RE: CASE NO. 23-03241-ESL7
RIC F. MALIK Chapter 7
Debtor

I. Sworn Affidavits

- **Exhibit A:** Sworn Affidavit of Ric F. Malik – outlining the timeline of violations and personal observations of creditor misconduct.
 - **Exhibit B:** Sworn Affidavit of Karen Malik – detailing psychological, physical, and financial harm from violations of the automatic stay.
 - **Exhibit C:** Sworn Affidavit of Andrew Malik – documenting client harassment, business losses, and surveillance after the stay.
 - **Exhibit D:** Reserved – Potential affidavit or witness statement (e.g., healthcare provider, business associate)
-

II. Evidence of Fraud and Pattern of Harassment

- **Exhibit E:** NOAA Report – Absence of Lightning Strikes at Geertgen Property
 - **Exhibit F:** Geertgens to Local Fire Departments Post-Fire
 - **Exhibit G:** Judge Claypool – Statement of Reasons in Underlying NJCFA Case
 - **Exhibit H:** “Notice to Consumers” Required Under New Jersey Consumer Fraud Act
 - **Exhibit I:** Reserved – Public records regarding Geertgens’ insurance use or permitting
 - **Exhibit J:** Reserved – Additional exhibits to support insurance fraud or permitting violations
-

III. Financial and Corporate Records

- **Exhibit K:** TD Bank July 2023 Account Cover Page – Produced by Karen Murray
- **Exhibit L:** Certificate of Formation – MC Remodeling, LLC

- **Exhibit M:** Arrest Warrant Issued for Ric Malik – August 10, 2023
 - **Exhibit N:** Complaint for Mortgage Foreclosure – Karen Malik
 - **Exhibit O:** Reserved – Evidence of Funds Seized Post-Stay
 - **Exhibit P:** Judgment Entered Against Ric Malik – June 12, 2019 (Geertgen Matter)
 - **Exhibit Q:** Reserved
 - **Exhibit R:** Reserved
-

IV. Litigation and Stay Violation Evidence

- **Exhibit S:** Unexecuted Orders – Dated October 12, 2023
 - **Exhibit T:** TD Bank Account Freeze Notices – Andrew Malik and Karen Malik
 - **Exhibit U:** Surveillance of Andrew Malik by or at Direction of Creditors
 - **Exhibit V:** Order to Turn Over Funds – MC Remodeling, LLC – September 8, 2023
 - **Exhibit W:** Case Track Notice – BUR-L-1741-23 – Dated September 12, 2023
 - **Exhibit X:** Case Summary – BUR-L-002561-15 – New Jersey Post-Judgment Action
 - **Exhibit Y:** Attorney Mark Molz – Termination Letter – April 6, 2023
 - **Exhibit Z:** Certificate of Dissolution – Moorestown Construction, LLC – September 12, 2023
 - **Exhibit AA:** Order Granting - TURN OVER FUNDS
 - **Exhibit BB:** Case Summary – BUR-L-1741-23 – Continued Litigation Despite Stay
 - **Exhibit CC:** MOLZ PROOF OF NOTICE TO MURREY 10-17-23
 - **Exhibit DD:** Reserved –
 - **Exhibit EE:** Reserved –
-

V. Residential and Domicile Evidence

- **Exhibit FF:** Lease Agreement – Puerto Rico Residence (Proof of Domicile)
 - **Exhibit GG:** Puerto Rico Drivers License 5/2023
 - **Exhibit HH:** Reserved –
-

VI. Medical Evidence (Subject to Protective Handling)

- **Exhibit II:** Reserved – Karen Malik Medical Photographs

- **Exhibit JJ:** Reserved – Karen Malik Medical Photographs
 - **Exhibit KK:** Reserved – Karen Malik Medical Photographs
 - **Exhibit LL:** Reserved – Karen Malik Medical Photographs
 - **Exhibit MM:** Reserved – Karen Malik Insurance Invoices and Billing Statements
-

VII. Placeholder for Forthcoming and Expert Materials

- **Exhibit NN:** Reserved –
 - **Exhibit OO:** Reserved –
 - **Exhibit PP:** Reserved –
 - **Exhibit QQ:** Reserved –
 - **Exhibit RR:** Reserved –
 - **Exhibit SS:** Reserved –
-

Certification

I, Ric F. Malik, certify under penalty of perjury that the foregoing list and any attached exhibits are true and correct to the best of my knowledge, information, and belief. Exhibits not yet submitted will be supplemented as discovery and filings allow.

Dated: April 20, 2025

Respectfully submitted,

Ric F. Malik

Pro Se Debtor

756 Vieques, PR 00765

ricmalik3@gmail.com

787-530-7799



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO**

**In re:
Ric F. Malik, Debtor
Chapter 7
Case No: 23-03241-ESL7**

**DECLARATION OF RIC F. MALIK REGARDING WORK PERFORMED FOR
THE GEERTGENS AND SUBSEQUENT LEGAL ISSUES**

I, Ric F. Malik, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct to the best of my knowledge, information, and belief:

1. Brief History and Background

Before graduating high school, I had already launched my own construction company. I discovered early on what I loved to do and have spent my career helping thousands of people through quality workmanship and honest business practices. After marrying my wife, we built a reputable construction firm in Moorestown, New Jersey.

When our children were school-aged, we began working at the private school they attended to receive a significant tuition discount. It was there that we met the Geertgens family. Their younger daughter often stayed at our home, as her parents were frequently busy with work and had limited time for her.

One evening, we received a call that their house had been struck by lightning and caught fire. We rushed over to offer support. Based on my construction experience, I gave Mr. Geertgens guidance on how to proceed with the insurance claim. He later chose not to follow that advice. Sometime afterward, he contacted me again, stating that his public adjuster had only secured \$240,000—an amount he felt was insufficient to restore the home.

I agreed that the figure seemed low and offered to prepare a detailed construction cost estimate. He paid my company \$25,000 for this report, which took approximately five months to complete.

2. The Construction Agreement

After reviewing the estimate, Mr. Geertgens informed me that the insurer had issued a full payout of \$860,000. He then asked to expand the scope of the project to include upgrades and additions, bringing the total project value to approximately \$1.1 million.

After a lengthy back-and-forth over the wording of the construction contract, I told them, “Make the changes you want, and I’ll sign it.” They returned a final version, I signed it, and shortly after, they gave me a check for \$100,000—though they asked me to hold onto it for a few days before depositing.

Upon arrival at the job site, I found a group of laborers already present. Mr. Geertgens explained they were his company’s workers and would follow my direction. When I asked for architectural plans to obtain the necessary permits, I learned the architect had not been paid and would not release them. This meant I could not obtain building, electrical, plumbing, or fire permits, all of which are legally required before any work could proceed.

Mr. Geertgens also introduced subcontractors, whom he had clearly pre-arranged. My agreement included allowances for their work and standard construction management fees.

3. Project Irregularities and Concerns

About a week into the job, I began to doubt the legitimacy of the alleged lightning damage. We could not find any damage from lightning in the roof, and when we cut the ceiling to inspect the joists and found only surface-level charring. I proposed sandblasting and sealing the beams, then hiring a licensed structural engineer to inspect and certify the structure. Mr. Geertgens agreed. The engineer deemed the home structurally sound, and my company issued a \$100,000 credit for the repairs that no longer needed to be performed.

The understanding was that this credit would be returned to the insurance company. To my knowledge, this never happened.

Over six weeks of work—including a crew of four and multiple subcontractors—I submitted three invoices via standard AIA billing forms. Only the initial \$110,000 payment had been made. After sending formal notice, I ceased work due to non-payment.

Meanwhile, job site interference by Mr. Geertgens became increasingly disruptive. Despite having no construction background, he micromanaged the project daily—even complaining that one of our room labels was attached with only a single piece of tape.

4. Serious Concerns and Legal Fallout

After we left the project, several facts came to light that raised serious concerns:

1. Mr. Geertgens appeared to hire us mainly to generate the documentation needed to support his collection of insurance claim;
2. The origin of the fire remained questionable, with no clear damage consistent with a lightning strike;
3. The \$100,000 credit we issued was never returned to the insurer;
4. The Geertgens formed their own construction company—shortly after we stopped work to receiving the payout—to bill the insurance company directly;

5. During trial, they testified they could not afford to complete a full restoration, which included upgrades such as HVAC systems, new electrical wiring, complete plumbing replacement, full kitchen and bathroom renovations, and total interior/exterior repainting—none of which were transparently disclosed to their insurance company;
6. No permits were ever obtained for this extensive work;
7. NOAA has no recorded lightning strike at the house during that time frame; (See Exhibit A)
8. A tree was arbitrarily cut down prior to construction work beginning;
9. Shortly thereafter, the Geertgens purchased a new office building, raising questions about the use of insurance funds;
10. Mr. Geertgens filed for bankruptcy in the 1990s after overleveraging multiple rental properties;
11. Approximately two months after the fire—but nearly ten months before receiving the insurance proceeds—the Geertgens issued \$500 checks to each of the seven local volunteer fire companies that responded. This early donation, despite the absence of funds from their insurer, suggests a strategic attempt to gain goodwill or influence public perception before any investigation into the fire's legitimacy could occur;
12. Mr. Geertgens also stated that both his father and grandfather were firefighters. Combined with the early donations to local fire companies, this raises concerns that the family's fire service background may have been used to build credibility or reduce scrutiny during and after the fire. Additionally, the fire occurred on July 2, 2014—a time when all local volunteer departments were available and responded promptly—yet the damage claimed and ultimately reimbursed was extensive, despite minimal physical evidence of such destruction.
13. A photograph taken on September 24, 2014, titled "Geertgen house 9-24-2014.png," shows that visible damage was limited exclusively to the top right portion of the third floor. There is no apparent charring, blackening, or roof damage consistent with a lightning strike. This visual documentation contradicts the narrative that the fire was caused by lightning and supports the assertion that the true source or extent of the damage may have been misrepresented. (See Exhibit B)

5. Legal Outcome

The Geertgens ultimately sued me under the New Jersey Consumer Fraud Act, alleging I failed to provide a three-day right-to-cancel notice. The judge agreed I had not complied with that technical requirement but made no finding of fraud or wrongdoing in my work. However, I was ordered to return the \$110,000 payment and cover their attorney fees.

It's important to note that under New Jersey law, insurance fraud carries a five-year statute of limitations. The Geertgens did not aggressively pursue this judgment until after that period had expired—despite having access to all relevant documentation and financial records for years.

6. Conclusion

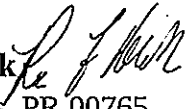
Based on my direct experience, court testimony, and subsequent discoveries, this situation raises multiple red flags consistent with insurance fraud—including possible misrepresentation of damages, failure to return credited funds, undisclosed upgrades, lack of permitting, and questionable use of insurance money.

I submit this declaration in good faith for legal, ethical, and financial review.

Executed on this 6th day of April, 2025.

Signature:

Ric F. Malik



756 Vieques, PR 00765

Email: ricmalik3@gmail.com

Phone: 787-530-7799

Exhibit B

AFFIDAVIT OF KAREN MALIK

State of New Jersey
County of Burlington

I, Karen Malik, being duly sworn, declare under penalty of perjury the following:

1. Introduction and Background

- My name is Karen Malik.
- I am the wife of Ric F. Malik (the Debtor), who filed for Chapter 7 bankruptcy (Case No. 23-03241-ESL7) on October 6, 2023, in the U.S. Bankruptcy Court for the District of Puerto Rico.
- Although I am not a party to the bankruptcy case, I have been directly affected by actions taken by the creditors and their attorney.

2. Notice of Bankruptcy and the Automatic Stay

- I am aware that Earl and Tama Geertgens are listed creditors in this case.
- To my knowledge, they and their attorney, Karen Murray, were served notice of the bankruptcy filing and the automatic stay via certified mail and/or electronic means by October 12, 2023.

3. Violations of the Automatic Stay by Creditors and Counsel

- Despite receiving notice of the bankruptcy and the protections afforded under 11 U.S.C. § 362, the creditors, through their counsel Karen Murray, have continued to engage in collection activity.
- These actions include:
 - Continuing litigation in the Superior Court of New Jersey, Burlington County, under Case No. BUR-L-1741-23.
 - Filing claims and subpoenas involving my son, Andrew Malik, and his business, MC Remodeling LLC.
 - Freezing bank accounts, contacting clients of MC Remodeling LLC, and issuing legal threats—all after the automatic stay took effect.
 - Personally targeting me with legal notices, despite my not being a party to the bankruptcy.

4. Emotional and Physical Impact

- These actions have placed extreme emotional stress on my family and me.
- In the days following Thanksgiving 2023, I suffered a severe mental health episode and was found unconscious in my home. I was hospitalized in the intensive care unit for nearly a month and continue to suffer physical and mental health challenges as a result.
- The anxiety, harassment, and fear created by these legal actions have severely damaged my quality of life both personally and in my work.

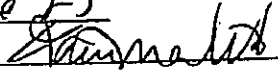
5. Financial Impact and Household Disruption

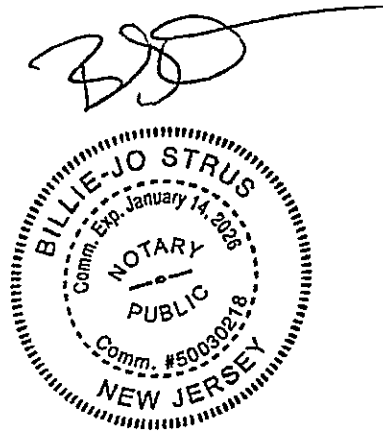
- Our family's finances have been directly harmed by the Geertgens' continued pursuit of legal action, particularly through the freezing of assets and interference with Andrew's income.
- I am currently unable to work due to my health, and these actions have limited our access to necessary funds for basic needs.

6. Conclusion

- I respectfully submit this affidavit to support Ric F. Malik's defense against the Motion to Dismiss and to document serious violations of the automatic stay.
- The conduct of Karen Murray and the creditors has caused my family irreparable harm and disregards the protections provided under federal bankruptcy law.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: 4.6.25
Signature: 
Karen Malik
327 Delaware Ave.
Delanco, NJ 08075



Ex 11.6.7
C

AFFIDAVIT OF ANDREW MALIK

State of New Jersey
County of Burlington

I, Andrew R. Malik, being duly sworn, declare under penalty of perjury as follows:

1. Introduction and Background

- My name is Andrew Malik.
- I am the son of Ric Malik (Debtor), who filed for Chapter 7 bankruptcy (Case No. 23-03241-ESL7) on October 6, 2023.
- I am not the debtor in this case. I am the sole owner of MC Remodeling LLC, an independent business entity.
- I am listed as a creditor in my father's bankruptcy case due to financial assistance I provided him prior to the petition.
- I am aware that Earl and Tama Geertgens are listed creditors in this case and are represented by attorney Karen Murray.

2. Notice of Bankruptcy Filing and Stay

- My father filed for bankruptcy on October 6, 2023, in the U.S. Bankruptcy Court for the District of Puerto Rico.
- To my knowledge, notice of the bankruptcy and the automatic stay under 11 U.S.C. § 362 was sent to Earl and Tama Geertgens and their counsel, Karen Murray, by certified mail and/or electronic means no later than October 12, 2023.

3. Violations of the Automatic Stay

- Despite receiving proper notice of the bankruptcy, the Geertgens, through Karen Murray, have willfully continued litigation and collection activities:
 - They continued to pursue Case No. BUR-L-1741-23 in the Superior Court of New Jersey, Burlington County, alleging fraudulent transfers involving me and MC Remodeling LLC.
 - On October 13, 2023, and continuing to this day, they have initiated or continued actions such as:
 - Serving subpoenas and legal notices to me and my clients
 - freeze business accounts
 - Issuing deposition requests targeting both personal and professional relationships

4. Impact on Business Operations

- Their actions have caused direct and severe disruption to MC Remodeling LLC:
 - I have lost significant time and energy dealing with legal threats and responses, diverting attention from my business.
 - Ongoing litigation has tarnished my reputation among clients, leading to cancelled or delayed projects.
 - I estimate a loss of approximately \$300,000 in gross revenue compared to the previous fiscal year.

5. Emotional and Psychological Harm

- These actions have taken a heavy emotional toll:
 - I have suffered anxiety, sleeplessness, and emotional stress due to continued harassment despite no wrongdoing on my part.

- I feel the need to keep my home blinds drawn and live in a heightened state of concern for personal and family privacy.
- My mother and girlfriend have also suffered emotionally and financially due to the indirect effects of the ongoing litigation.

6. Legal and Financial Consequences

- I have been forced to retain legal counsel to defend against improper actions, incurring thousands of dollars in legal fees.
- My bank accounts were subject to seizure attempts, forcing me to limit my use of traditional banking systems.
- I now operate largely in cash, which limits my ability to take on larger or government-financed construction projects, stalling my professional growth.

7. Conclusion

- Based on the above facts, it is evident that the Geertgens and their attorney, Karen Murray, have willfully violated the automatic stay by pursuing post-petition legal actions against a non-debtor.
- These violations have had serious consequences on my livelihood, financial stability, and emotional health.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

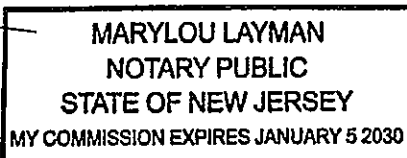
Dated: 4/4/25

Signature: Andrew R. Malik

Andrew R. Malik

30 Foxglove Dr.

Delran, NJ 08075



Exhibit

140702_rpts_raw_wind

Raw Wind/Gust and LSR for 140702 12Z to 11:59Z the next day	Time	Speed(MPH)	Location	County	State	LAT	LON	Remarks
1447 UNK	NORTH TOWANDA		BRADFORD	PA	41.78	-76.45		TREE DOWN ON VEHICLE (BGM)
1630 UNK	SOUTH WILLIAMSPORT		LYCOMING	PA	41.23	-77		TREES AND WIRES DOWN (CTP)
1647 UNK	LIVINGSTON MANOR		SULLIVAN	NY	41.9	-74.83		REPORTED TREE THROUGH HOUSE AND PENNY SIZE HAIL. (BGM)
1648 UNK	LIVINGSTON MANOR		SULLIVAN	NY	41.9	-74.83		REPORTED TREE INTO HOUSE AND PENNY SIZE HAIL. (BGM)
1650 UNK	MUNCY		LYCOMING	PA	41.2	-76.78		TREES AND WIRES DOWN (CTP)
1657 UNK	HUGHESVILLE		LYCOMING	PA	41.24	-76.73		TREES AND WIRES DOWN (CTP)
1715 UNK	NISKAYUNA		SCHENECTADY	NY	42.82	-73.9		SMALL TREES DOWN (ALY)
1730 UNK	HANNACROIX		GREENE	NY	42.43	-73.81		MULTIPLE TREES DOWN (ALY)
1730 UNK	3 N BENTON		COLUMBIA	PA	41.24	-76.39		TREES DOWN ON CAMP LEVINE ROAD (CTP)
1737 UNK	NAPANOH		ULSTER	NY	41.75	-74.37		TREE AND WIRES DOWN (ALY)
1737 UNK	1 S LEBANON		LEBANON	PA	40.33	-76.42		TREES DOWN ON EVERGREEN ROAD (CTP)
1738 UNK	RAVENA		ALBANY	NY	42.48	-73.81		NUMEROUS TREE LIMBS DOWN (ALY)
1745 UNK	KRUMVILLE		ULSTER	NY	41.88	-74.24		WIRES DOWN (ALY)
1748 UNK	YOUNGSHVILLE		SULLIVAN	NY	41.81	-74.89		POWERLINES DOWN AND DIME TO QUARTER SIZE HAIL REPORTED. (BGM)
1750 UNK	2 E CORNWALL		LEBANON	PA	40.27	-76.37		TREE UPROOTED ALONG RTE 419 (CTP)
1755 UNK	EAST GREENBUSH		RENSSELAER	NY	42.59	-73.7		MULTIPLE TREES DOWN BETWEEN RTS 9 AND 20. (ALY)
1755 UNK	KLEINFELTERSVILLE		LEBANON	PA	40.31	-76.27		TREES DOWN BETWEEN CORNWALL AND KLEINFELTERSVILLE (CTP)
1758 UNK	EAST GREENBUSH		RENSSELAER	NY	42.59	-73.7		TREES AND WIRES DOWN (ALY)
1801 UNK	ATWOOD		ULSTER	NY	41.89	-74.16		TREE AND WIRES DOWN IN ROAD (ALY)
1802 UNK	1 NW BRICKERVILLE		LANCASTER	PA	40.24	-76.3		TREE DOWN ON CAR ALONG RTE 322 (CTP)
1805 UNK	1 NNW DENAULT CORNERS		RENSSELAER	NY	42.61	-73.52		3 TREES DOWN (ALY)
1807 UNK	NEW PALTZ		ULSTER	NY	41.75	-74.08		WIRES DOWN (ALY)
1807 UNK	SUMMIT		SCHOHARIE	NY	42.58	-74.59		TREE DOWN (ALY)
1811 UNK	EAST GREENBUSH		RENSSELAER	NY	42.59	-73.7		COLUMBIA TURNPIKE AND SPRING HURST DR. NUMEROUS TREES DOWN AND
1812 UNK	RICHMONDVILLE		SCHOHARIE	NY	42.63	-74.56		WIRES DOWN. (ALY)
1816 UNK	THURMAN		WARREN	NY	43.53	-73.92		NUMEROUS TREES AND WIRES DOWN (ALY)
1824 UNK	SUMMIT		SCHOHARIE	NY	42.58	-74.59		TREES AND WIRES DOWN (ALY)
1827 UNK	2 W MARTINSBURG		BERKELEY	WV	39.46	-78		7 BIG TREES DOWN ALONG SIERRA DRIVE. (LWX)
1830 UNK	CRARYVILLE		COLUMBIA	NY	42.17	-73.58		1 TREE DOWN (ALY)
1830 UNK	2 E MARTINSBURG		BERKELEY	WV	39.46	-77.94		2 TREES DOWN. (LWX)
1830 UNK	2 E MARTINSBURG		BERKELEY	WV	39.46	-77.94		TREES UPROOTED. (LWX)
1833	74 SCHOHARIE		SCHOHARIE	NY	42.67	-74.31		NWS TRAINED OBSERVER MEASURED 74.3 MPH WIND AT 233PM. ALSO 1 TREE
1834 UNK	SCHOHARIE		SCHOHARIE	NY	42.67	-74.31		DOWN. (ALY)
1835 UNK	KEARNEYSVILLE		JEFFERSON	WV	39.39	-77.89		WIRES DOWN (ALY)
1835 UNK	SCHOHARIE		SCHOHARIE	NY	42.67	-74.31		TREE DOWN (ALY)
1837 UNK	ANCRAM		COLUMBIA	NY	42.05	-73.64		TREES DOWN (ALY)
1838 UNK	SHELBOURNE FALLS		FRANKLIN	MA	42.6	-72.74		TREES AND WIRES DOWN ON TAYLOR ROAD AND GUY MANOR ROAD (BOX)
1840 UNK	GERRARDSTOWN		BERKELEY	WV	39.37	-78.09		TREE DOWN ON HOUSE WITH ENTRAPMENT ON RIDGE RD NEAR
1842 UNK	2 WSW SHEPHERDSTOWN		JEFFERSON	WV	39.42	-77.84		SHEPHERDSTOWN JUNCTION (LWX)
1843 UNK	2 SW WINEBRENNERS CROSS		BERKELEY	WV	39.4	-77.92		INTERCHANGE. (LWX)
1845 UNK	SHEPHERDSTOWN		JEFFERSON	WV	39.43	-77.8		SEVERAL LARGE TREES SNAPPED. (LWX)
1845 UNK	SHEPHERDSTOWN		JEFFERSON	WV	39.43	-77.81		TREE DOWN ON WIRES ON DUKE ST. (LWX)
1845 UNK	SHEPHERDSTOWN		JEFFERSON	WV	39.43	-77.81		TREE UPROOTED NEAR ROUTE 45 IN SHEPHERDSTOWN. (LWX)
1850 UNK	AUSTERLITZ		COLUMBIA	NY	42.32	-73.47		TREES AND WIRES DOWN (ALY)
1850 UNK	3 WSW LINVILLE		ROCKINGHAM	VA	38.5	-78.89		CHICKEN HOUSE DESTROYED AND SHED PUSHED 3 FEET. (LWX)
1852 UNK	1 ENE BAKERTON		WASHINGTON	MD	39.37	-77.74		DOWNED TREES AND LARGE BRANCHES ON CANAL TOWPATH. (LWX)
1900 UNK	LITTLETON		GRAFTON	NH	44.31	-71.77		TREE BLOCKING I-93 SOUTHBOUND (GYX)

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2036 UNK	1 NW TINTOP HILL	ST. MARYS	MD	38.34	-76.63	TREE DOWN AT THE INTERSECTION OF MACINTOSH ROAD AND BURNT MILL DRIVE. (LWX)
2036 UNK	2 NE CRESTHILL	FAUQUIER	VA	38.78	-77.99	TREE DOWN NEAR INTERSECTION OF CREST HILL ROAD AND LEEDS MANOR ROAD. (LWX)
2039 UNK	WINSTED	LITCHFIELD	CT	41.93	-73.07	NUMEROUS TREES DOWN (ALY)
2042 UNK	RUMFORD	OXFORD	ME	44.55	-70.55	MANY TREES DOWN (GYX)
2047 UNK	FRANKFORD TWP	SUSSEX	NJ	41.15	-74.72	TREE FELL ONTO A HOUSE. (PHI)
2048 UNK	DOVER-FOXCROFT	PISCATAQUIS	ME	45.18	-69.23	PISCATAQUIS COUNTY SHERIFF REPORTED NUMEROUS TREES AND POWERLINES DOWN. (CAR)
2048 UNK	MANHEIM	LANCASTER	PA	40.16	-76.4	TREES DOWN (CTP)
2050 UNK	GRENADA	GRENADA	MS	33.78	-89.81	NUMEROUS TREES DOWN ACROSS THE COUNTY ESPECIALLY IN THE NORTHERN AND EASTERN PARTS. (JAN)
2057 UNK	WSW WHITE SULPHUR SPRING	GREENBRIER	WV	37.8	-80.3	TREE DOWN ON SHAMMAH WAY DR. (RNK)
2100 UNK	ALLAMUCHY TWP	WARREN	NJ	40.92	-74.84	WIRES DOWN. (PHI)
2100 UNK	CORNISH	YORK	ME	43.8	-70.8	TREES DOWN... BLOCKING ROADS. (GYX)
2100 UNK	INDEPENDENCE TWP	WARREN	NJ	40.88	-74.88	WIRES DOWN. (PHI)
2100 UNK	KEZAR FALLS	OXFORD	ME	43.81	-70.89	TREES DOWN BLOCKING ROADS. (GYX)
2105 UNK	2 WNW SEBAGO LAKE STATE	CUMBERLAND	ME	43.93	-70.62	TREES AND WIRES DOWN ON RTE 114 TO BURNELL ROAD... TIME ESTIMATED FROM RADAR (GYX)
2111 UNK	STONY POINT	ROCKLAND	NY	41.23	-74	LARGE BRANCH/ LIMB DOWN ACROSS MAJOR ANDRE DRIVE (OIK)
2114 UNK	SEBEC	PISCATAQUIS	ME	45.27	-69.12	TREES DOWN IN SEBEC (CAR)
2114 UNK	2 NW BURNS	SMITH	MS	32.16	-89.57	SOME TIN WAS TORN OFF A CHICKEN HOUSE. SEVERAL PINE TREES WERE SNAPPED AND UPROOTED AS WELL. DAMAGE OCCURRED JUST SE OF TRENTON ALONG HWY 481. (JAN)
2117 UNK	GREENVILLE	PISCATAQUIS	ME	45.46	-69.59	TREES DOWN IN GREENVILLE (CAR)
2119 UNK	ABBOT	PISCATAQUIS	ME	45.19	-69.45	TREES DOWN IN ABBOT (CAR)
2120 UNK	2 ENE ROSE HILL	JASPER	MS	32.16	-88.95	TREES DOWN ON HIGHWAY 513 AND COUNTY ROAD 5133. (JAN)
2122 UNK	WINNSBORO	FRANKLIN	LA	32.16	-81.72	A COUPLE TREES DOWN IN TOWN. (JAN)
2123 UNK	ENFIELD	HARTFORD	CT	41.97	-72.57	TREE DOWN ON RTE 5 (BOX)
2125 UNK	FRYE ISLAND	CUMBERLAND	ME	43.84	-70.53	TREES ABOUT 8 INCHES IN DIAMETER FELL INTO A HOUSE ON PADDOCK CIRCLE AND ONE ON SUNSET ROAD (GYX)
2125 UNK	SEBEC	PISCATAQUIS	ME	45.27	-69.12	TREES DOWN IN SEBEC (CAR)
2126	682 ENE PATUXENT RIVER NA	ST. MARYS	MD	38.28	-76.41	(LWX)
2130 UNK	FLEMINGTON	HUNTERDON	NJ	40.51	-74.86	TREES DOWN IN FLEMINGTON (PHI)
2130 UNK	FRENCHTOWN	HUNTERDON	NJ	40.53	-75.06	TREES DOWN IN RARITAN TWP (PHI)
2130 UNK	RARITAN TWP	HUNTERDON	NJ	40.52	-74.88	PICTURE OF POWER POLES SNAPPED IN PINEVILLE. (LCH)
2130 UNK	5 NNE ALEXANDRIA	RAPIDES	LA	31.36	-92.42	TREES DOWN ON HWY 35 (JAN)
2140 UNK	3 N RALEIGH	SMITH	MS	32.07	-89.52	TREE DOWN AT MILE MARKER 19 ON INTERSTATE 84. (RNK)
2145 UNK	COVINGTON CITY	CITY OF COVINGTON	VA	37.78	-79.98	TREE BLOCKING SUTTON ROAD. TIME ESTIMATED VIA RADAR. (JAN)
2145 UNK	6 N EUFORA	WEBSTER	MS	33.63	-89.28	TREES DOWN ON BURTON ROAD... SUMMERVILLE ROAD... BEN HILL ROAD... DREWS MILL ROAD... AND RT 1A. (CAR)
2152 UNK	LINNEUS	AROOSTOOK	ME	46.04	-67.96	TREES DOWN ON BURTON ROAD... SUMMERVILLE ROAD... BEN HILL ROAD... DREWS MILL ROAD... AND RT 1A. (CAR)
2152 UNK	3 W LINNEUS	AROOSTOOK	ME	46.04	-68.02	TREES DOWN ON BURTON ROAD... SUMMERVILLE ROAD... BEN HILL ROAD... DREWS MILL ROAD... LIMMERICK RD AND RT 1A. (CAR)
2152 UNK	3 W LINNEUS	AROOSTOOK	ME	46.04	-68.02	DREWS MILL ROAD... POWERLINES DOWN (MIG)
2155 UNK	HOUSTON	CHICKASAW	MS	33.9	-89	CABLE LINE DOWN ALONG INTERSTATE 64 AT MILE MARKER 35. (RNK)
2155 UNK	LONGDALE FURNACE	ALLEGHANY	VA	37.83	-79.72	TREES AND WIRES DOWN ON RTE 114 TO BURNELL ROAD (GYX)
2155 UNK	2 WNW SEBAGO LAKE STATE	CUMBERLAND	ME	43.93	-70.62	THREE TREES DOWN WITHIN THE CITY... INCLUDING ONE ON A VEHICLE. (RNK)
2200 UNK	CLIFTON FORGE CITY	ALLEGHANY	VA	37.92	-79.83	TREES DOWN BETWEEN ISLAND FALLS AND OAKFIELD. (CAR)
2200 UNK	5 NE ISLAND FALLS	AROOSTOOK	ME	46.06	-68.2	SEVERAL LIMBS COVERING ROAD AND MARBLE-SIZED HAIL. (GSP)
2205 UNK	1 NW WEAVERVILLE	BUNCOMBE	NC	35.71	-82.57	LARGE TREES DOWN ON SOUTH OAKFIELD ROAD BETWEEN ISLAND FALLS AND LINNEUS. TIME IS FROM RADAR. (CAR)
2205 UNK	4 W LINNEUS	AROOSTOOK	ME	46.04	-68.04	LARGE TREES DOWN ON DREWS MILL ROAD. (CAR)
2210 UNK	3 NW LINNEUS	AROOSTOOK	ME	45.07	-68	

Page 2

0 UNK	NORTHEAST PHILADELPHIA	PHILADELPHIA	PA	40.08	-75.02	TREES AND WIRES DOWN AT SEVERAL LOCATIONS ACROSS NORTHEAST PHILADELPHIA. (PHI)
5 UNK	2 E STUART	PATRICK	VA	36.63	-80.25	TWO TREES DOWN ALONG U.S. ROUTE 58 EAST OF STUART. (RNK)
9 UNK	ENE WOODVILLE	SURRY	NC	36.5	-80.48	TREE DOWN ON A POWER LINE NEAR THE INTERSECTION OF WOODVILLE ROAD AND WESTFIELD ROAD. (RNK)
10 UNK	RANDOLPH	BIBB	AL	32.9	-86.91	SEVERAL TREES WERE BLOWN DOWN IN RANDOLPH RESULTING IN POWER OUTAGES FOR THE SURROUNDING AREA FOR 6 HOURS. (BMX)
10 UNK	4 SW MOUNT HOLLY WFO	BURLINGTON	NJ	38.97	-74.87	TREE DOWN ALONG 1295. TIME ESTIMATED FROM RADAR (PHI)
15 UNK	LIVINGSTON	LIVINGSTON	LA	30.5	-90.75	SEVERAL TREES AND LARGE TREE LIMBS BLOWN DOWN IN THE COMMUNITY OF LIVINGSTON. (LIX)
17 UNK	2 SE PINEY CREEK	ALLEGHANY	NC	36.53	-81.27	TWO TREES DOWN IN THE PINEY CREEK AREA. (RNK)
17 UNK	6 WSW FRANCISCO	SURRY	NC	36.47	-80.46	TREE DOWN ON A POWER LINE IN THE 1400 BLOCK ON TOMS CREEK CHURCH ROAD. (RNK)
20 UNK	2 NW CINNAMINSON	BURLINGTON	NJ	40.02	-75.02	DAMAGE TO SAIL BOATS REPORTED AS THE STORM MOVED OVER THE DELAWARE RIVER. (PHI)
20 UNK	5 NE SUNSHINE	RUTHERFORD	NC	35.51	-81.76	2 TREES WERE DOWNED BY THE STORM IN THE GOLDEN VALLEY AREA OF NORTHEAST RUTHERFORD COUNTY. (GSP)
21 UNK	LUMBERTON TWP	BURLINGTON	NJ	39.96	-74.81	WIRES DOWN. (PHI)
23 UNK	1 SSE SYOSSET MOBILE HO	NASSAU	NY	40.79	-73.5	TREE REPORTED DOWN ON EXIT 38 SOUTH RAMP OF NORTHERN STATE PARKWAY. (OKX)
28 UNK	STITTVILLE	ONEIDA	NY	43.22	-75.28	TREES AND WIRES DOWN (BGM)
27 UNK	2 E GLENDOWER	ALBEMARLE	VA	37.84	-78.5	TREE DOWN AT 200 BLOCK OF COLES ROLLING RD (LWX)
27 UNK	3 N SCOTTSVILLE	ALBEMARLE	VA	37.84	-78.5	TREE DOWN AT 7334 BLENNHEIM RD (LWX)
28 UNK	1 NNE LEXINGTON CITY	ROCKBRIDGE	VA	37.8	-79.44	TREE DOWN ON FURRS MILL RD (RNK)
29 UNK	2 S STANARDSVILLE	GREENE	VA	38.28	-78.44	TREES DOWN GREEN MOUNTAIN LAKE AREA. (LWX)
29 UNK	2 SW WOODBRIDGE	ALBEMARLE	VA	37.87	-78.46	TREE DOWN AT 6000 BLOCK OF JEFFERSON MILL RD (LWX)
30 UNK	HOLLAND PATENT	ONEIDA	NY	43.24	-75.26	911 CENTER REPORTS MULTIPLE TREES DOWN FROM NEAR FLOYD TO TRENTON FALLS (BGM)
30 UNK	2 WNW SCOTTSVILLE	ALBEMARLE	VA	37.81	-78.53	TREE DOWN AT 800 BLOCK OF IRISH RD (LWX)
30 UNK	3 SSW WOODBRIDGE	ALBEMARLE	VA	37.86	-78.46	TREES DOWN ON JEFFERSON MILL ROAD. (LWX)
33 UNK	WOODRIDGE	ALBEMARLE	VA	37.9	-78.44	TREE DOWN AT ROLLING RD AND MARTINS KING RD (LWX)
35 UNK	3 E WESTMORELAND	ALBEMARLE	VA	38.09	-78.41	TREES DOWN ON PROFIT ROAD. (LWX)
36 UNK	SHADWELL	ALBEMARLE	VA	38.01	-78.4	TREE DOWN AT NORTH MILTON RD AND RANDOLPH MILL RD (LWX)
37 UNK	1 NNE STANARDSVILLE	GREENE	VA	38.31	-78.43	MULTIPLE TREES DOWN NEAR INTERSECTION OF MADISON ROAD AND SOUTH RIVER ROAD. (LWX)
39 UNK	BARBOURSVILLE	ORANGE	VA	38.17	-78.28	TREES AND WIRES DOWN (LWX)
40 UNK	GROTON	TOMPKINS	NY	42.59	-76.37	NUMEROUS TREES DOWN IN VILLAGE (BGM)
41 UNK	2 NE EHEART	ORANGE	VA	38.22	-78.3	NUMEROUS TREES DOWN ALONG 3600-5200 BLKS OF RIDGE RD (LWX)
45 UNK	2 E GLENDOWER	ALBEMARLE	VA	37.84	-78.5	TREE DOWN ONTO VEHICLE EASTBOUND I-64 AT MILE MARKER 131. NO INJURIES. (LWX)
50 UNK	BOSWELLS TAVERN	LOUISA	VA	38.07	-78.19	TREES DOWN ACROSS SW PORTIONS OF THE COUNTY. (AKQ)
50 UNK	LAKE MONTICELLO	FLUVANNA	VA	37.92	-78.34	TREES DOWN ACROSS SEVERAL ROADS ACROSS THE COUNTY. (AKQ)
50 UNK	POLAND	HERKIMER	NY	43.23	-75.06	TREES DOWN (ALY)
50 UNK	1 WNW CORTLAND	CORTLAND	NY	42.61	-76.2	NUMEROUS TREES DOWN ALONG ST. RT. 281. MULTIPLE TREES DOWN IN THE CITY. (BGM)
55 UNK	NEWPORT	HERKIMER	NY	43.19	-75.02	TREES DOWN (ALY)
100 UNK	2 WSW MCGRAW	CORTLAND	NY	42.58	-76.13	NUMEROUS TREES DOWN AROUND TOWN OF POLKVILLE. (BGM)
100 UNK	3 N GREENSBURG	ST. HELENA	LA	30.87	-90.67	A FEW TREES WERE BLOWN DOWN NORTH OF GREENSBURG AND IN THE COMMUNITY OF GREENSBURG. (LIX)
100 UNK	7 W RINGGOLD	BIENVILLE	LA	32.32	-93.4	TREES DOWN ON HWY 154 NEAR INTERSECTION OF BISTINEAU LAKE RD. (SHV)
113 UNK	3 WSW BURR HILL	ORANGE	VA	38.33	-77.9	TREE DOWN BLOCKING RD IN 5200 BLK MUSTERFIELD RD (LWX)
122 UNK	2 S RACCOON FORD	ORANGE	VA	38.34	-77.85	TREE DOWN ACROSS TRUE BLUE RD NEAR OAK GREEN RD (LWX)
140 UNK	1 N CHANCELLORSVILLE	SPOTSVYLVANIA	VA	38.31	-77.63	TREE DOWN ON RIVER RD (LWX)
148 UNK	4 S SNELL	SPOTSVYLVANIA	VA	38.09	-77.59	TREE DOWN BLOCKING 5000 BLK BLAYDES CORNER RD (LWX)
217 UNK	COLUMBIA CENTER	HERKIMER	NY	42.93	-75.04	TREES AND WIRES DOWN. (ALY)

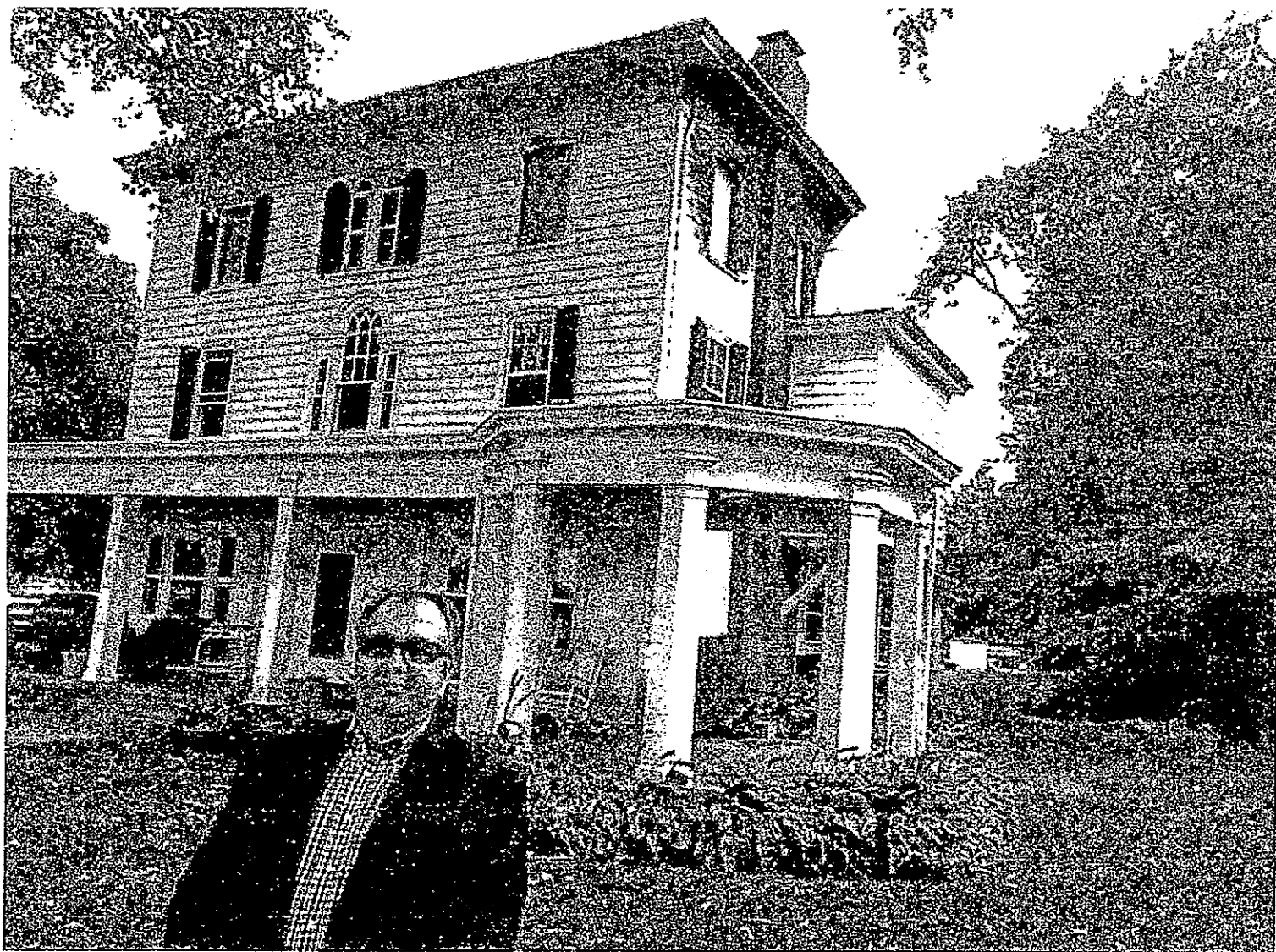
Page 5

Exhibit F

Edgewater Park resident rewards those who fought house fire

Sean Patrick Murphy Staff Writer

Published 12:01 a.m. ET Sept. 24, 2014 | Updated 6:15 p.m. ET Sept. 24, 2014



Earl Geertgens in front of his house on the 200 block of Farnum Street in Edgewater Park. He gave \$500 to companies and departments that responded when his house caught fire in a lightning storm in July. He and his family are currently renting a house in Moorestown. *Burlington County Times*

EX H-bit G

STATEMENT OF REASONS

Overview

This matter comes before the Court on Defendants/Third-Party Plaintiffs Earl Geertgens and Tama Geertgens (collectively, "Defendants")'s Fee Application filed pursuant to R. 4:42-9 and N.J.S.A. 56:8-19. Plaintiff/Third-Party defendants R. Malik Construction LLC and Ric Malik (collectively, "Plaintiffs") filed a Cross-Motion for Relief under R. 4:50-1. Oral arguments were held in this matter on April 16, 2019.

For the following reasons, Plaintiffs' Cross-Motion for Relief is hereby **DENIED** and Defendants' Fee Application is hereby **GRANTED**.

Discussion

Before the Court are two post-trial motions filed by the parties. On December 13, 2018, Defendants filed a Motion for Summary Judgement. By Order and Statement of Reasons dated January 11, 2019, the Court ordered that the Defendants were entitled to a full refund of the wrongfully withheld deposit in the amount of \$108,000. The Court further found that, pursuant to N.J.S.A. 56:8-2.11, the deposit was not an ascertainable loss under the Consumer Fraud Act (CFA) and Contractor's Registration Act (CRA) to be trebled, but did hold that Defendants had successfully shown that Plaintiffs committed an unlawful act in contravention of the CFA and CRA and that Defendants were entitled to reasonable attorneys' fees, filing fees, and costs under N.J.S.A. 56:8-19. The Court permitted the case to proceed to trial on the claim of quantum meruit only.

The non-jury trial took place on January 15, 16, 17, 18, 22, 23, and 24, 2019. On March 14, 2019, following the conclusion of the trial written submissions, the Court found that Plaintiffs had failed to prove, by a preponderance of the credible evidence, that they were entitled to any award of damages in quantum meruit. The Court ordered Defendants' counsel to provide an order pursuant to the Five Day Rule.

Pursuant to this Court's January 11, 2019 Order, Defendants filed the instant Fee Application.

New Jersey courts generally adopt the American Rule and disfavor fee shifting. Litton Indus. v. IMO Indus., 200 N.J. 372, 385, 982 A.2d 420 (2009) (citation omitted); see also Packard-Bamberger & Co. v. Collier, 167 N.J. 427, 440 (2001). However, a prevailing party can recover fees if they are expressly provided for by statute, court rule, or contract. Collier, supra, 167 N.J. at 440. The case at bar deals with violations of the CFA and the CRA. The Court notes that our courts have held that an "award of treble damages and attorneys' fees is mandatory under N.J.S.A. 56:8-19 if a consumer-fraud plaintiff proves both an unlawful practice under the [CFA] and an ascertainable loss." Cox v. Sears Roebuck & Co., 138 N.J. 2, 24 (1994). If, however, a plaintiff cannot establish ascertainable loss, they cannot recover treble damages but may recover "reasonable attorneys' fees, filing fees, and costs if that plaintiff can prove that the defendant committed an unlawful practice." Ibid. Thus, it is clear that the applicable statutes provide for the recovery of attorney's fees.

Exhibit B

"NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

(Name of Contractor)

(Address of Contractor)

(Phone Number of Contractor)

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

N.J.S.A. 56:8-151(b).

Penkbit



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STATEMENT OF ACCOUNT

MC REMODELING CORPORATION
310 MILL ST
MOORESTOWN NJ 08057-

Page: 1 of 12
Statement Period: Jul 01 2023-Jul 31 2023
Cust Ref #: 1119-7174-***
Primary Account #: 1119

TD Business Convenience Plus
MC REMODELING CORPORATION

Account # 1119

ACCOUNT SUMMARY

Beginning Balance	138,771.99	Average Collected Balance	86,540.00
Deposits	12,857.00	Interest Earned This Period	0.00
Electronic Deposits	237.98	Interest Paid Year-to-Date	0.00
Checks Paid	72,665.59	Annual Percentage Yield Earned	0.00%
Electronic Payments	40,073.50	Days In Period	31
Service Charges	5.00		
Ending Balance	39,122.88		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$35.00

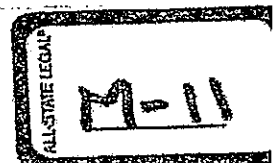
DAILY ACCOUNT ACTIVITY

POSTING DATE	DESCRIPTION	AMOUNT
07/18	SBB MDEPOSIT	12,857.00
Subtotal:		12,857.00

POSTING DATE	DESCRIPTION	AMOUNT
07/05	DEBIT CARD CREDIT, AUT 070423 VISA DDA REF FRONTIER AL YFIG4Q 720 3744390 * CO 4065404028408800	237.98
Subtotal:		237.98

Checks Paid	No. Checks	DATE	SERIAL NO.	AMOUNT
07/10	2085	07/08	3720*	2,600.00
07/07	2089*	07/11	3728*	600.00
07/12	2094*	07/12	3729	100.00
07/11	2095	07/12	3730	50.00
07/19	2096	07/10	3731	56.42
07/26	2097	07/10	3732	500.00

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NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF INC, (PROFIT)

MC REMODELING CORPORATION
0400487768

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 04/22/2012 and was assigned identification number 0400487768. Following are the articles that constitute its original certificate.

1. **Name:**
MC REMODELING CORPORATION

2. **Registered Agent:**
ANDREW MALIK

3. **Registered Office:**
30 FOX GLOVE DRIVE
DELRAN, NJ 08075

4. **Business Purpose:**
remodeling

5. **Stock:**
100

6. **First Board of Directors:**
ANDREW MALIK
30 FOX GLOVE DRIVE
DELRAN, NJ 08075

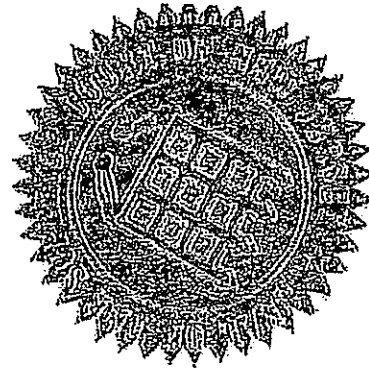
7. **Incorporators:**
ANDREW MALIK
30 FOX GLOVE DRIVE
DELRAN, NJ 08075

Signatures:
ANDREW MALIK



DP

Continued on next page ...



Karen M. Murray (024571996)
LAW OFFICES OF KAREN MURRAY LLC
8 East Main Street
Moorestown, NJ 08057
(856)778-4002
(856)778-4008 fax
kmurray@murraynjlaw.com
Attorneys for Defendants/Third Party Plaintiffs

EARL GEERTGENS AND TAMA
GEERTGENS

Defendants/Third Party Plaintiffs,

v.

R. MALIK CONSTRUCTION, LLC AND
RIC MALIK,

Counterclaim/Third Party Defendants.

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY
LAW DIVISION

DOCKET NO. BUR-L-2561-15
JUDGMENT NO. J-94855-19

CIVIL ACTION

ARREST WARRANT

TO: THE SHERIFF OF BURLINGTON COUNTY

You are hereby commanded to arrest, Ric Malik, 327 Delaware Avenue, Delanco, New Jersey 08075, or where ever he may be found, between the hours of 7:30 a.m. and 3:00 p.m. on a day when the Court is in session, and bring him forthwith before a Judge of the Superior Court to await the further Order of the Court in this matter.

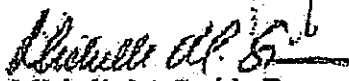
Local police departments are authorized and directed to provide assistance to the officer executing this warrant.

Dated: 8/10/2023

Hon. Eric g. Fikry J.S.C

Judge of the Superior Court

WITNESS:


Michelle M. Smith, Esq.
Clerk of Superior Court

Clerk

Exhibit A

KNUCKLES & MANFRO, LLP
Michel Lee, Esq. - N.J. Attorney ID 024422010
Attorneys for Plaintiff
600 East Crescent Avenue, Suite 201
Upper Saddle River, NJ 07458
(201) 391-0370

MCLP ASSET COMPANY, INC.,

Plaintiff,

-vs.-

RIC F. MALIK AND KAREN S. MALIK;
HUSBAND AND WIFE; FIRST HORIZON
BANK; GE CAPITAL MANAGEMENT LLC;
AMERICAN ARBITRATION ASSOCIATION;
PETER LIOIA; CHARLES W.C. JOHNSTON
T/A POWELLS PLUMBING & HEATING;
TAMA GEERTGENS A/K/A TAMI
GEERTGENS; EARL GEERTGENS; STATE OF
NEW JERSEY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BURLINGTON COUNTY

DOCKET NO.

CIVIL ACTION

COMPLAINT IN MORTGAGE
FORECLOSURE

MCLP ASSET COMPANY, INC., having its principal place of business as 2001 Ross Avenue, Suite 2800, Dallas TX 75201, the Plaintiff in the above entitled cause, says:

FIRST COUNT

1. On November 13, 2002, Ric F. Malik and Karen S. Malik executed to SLM Financial Corporation an obligation (the Note) to secure the sum of \$272,000.00 payable on November 18, 2032, with the initial rate of interest of 6.3750% per annum, payable by initial payments of \$1,696.93 per month for interest and principal. The Note further provides for a late charge of 5.000% for any payment of principal and interest not received fifteen (15) days from the date due.

2. To secure the payment of the aforesaid obligation, Ric F. Malik and Karen S. Malik, husband and wife, executed to SLM Financial Corporation a mortgage (the Mortgage) of even date with said Note, and thereby conveyed to SLM Financial Corporation in fee to the land hereinafter described, on the express condition that such conveyance should be void if payment should be made at the time and times, and in the manner described in said obligation. Said mortgage was dated November 13, 2002 and recorded in the Office of Burlington County Clerk/Register on December 12, 2002 in Book 8740, Page 127. This is not a purchase money mortgage. Plaintiff has the power to enforce the obligation and Mortgage and Plaintiff has designated NewRez LLC d/b/a Shellpoint Mortgage Servicing ("Shellpoint") as servicer for the Plaintiff, pursuant to Limited Power of Attorney.



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Cherry Hill, NJ 08054

tdbank.com

Exhibit

September 11, 2023

LAW OFFICE OF KAREN MURRAY LLC
8 EAST MAIN STREET
MOORESTOWN, NJ 08057

Re: EARL GEERTGENS AND TAMA GEERTGENS v RICK F MALIK, ANDREW MALIK, MOORESTOWN
CONSTRUCTION LLC
Case No. : L 2561-15
TD Bank reference number: 1106460

Dear Sir or Madam:

This letter is to inform you that after a review, pursuant to 31 CFR Part 212, the following accounts may have been frozen in compliance with the Order served on the bank in connection with the above referenced matter. Please note, for any defendant not appearing in the following list, no account was located.

Account	Name	Amount
0123	RIC F MALIK, KAREN S MALIK	\$100.00
1101	MC REMODELING CORPORATION	\$339.73
1119	MC REMODELING CORPORATION	\$4,107.85
0451	MC REMODELING CORPORATION	\$600.28
Total	\$5,147.86	

Should you have additional questions, please call me at (856) 380-2675.

Sincerely,

TD Bank, N.A.
Levy Department
P.O. Box 1880
Cherry Hill, NJ 08034

Exhibit D

FILED WITH THE COURT

JUN 12 2019

SUSAN L. CLAYPOOLE, J.S.C.

EARP COHN P.C.
20 Brace Road - 4th Floor
Cherry Hill, NJ 08034
(856) 354-7700
(856) 354-0766 (Fax)

Attorneys for Defendants/Counterclaim and
Third-Party Plaintiffs Earl Geertgens and
Tama Geertgens

BY: CAROL S. HARDING, ESQUIRE
I.D. #034541992
CHARLES P. MONTGOMERY, ESQUIRE
I.D. #024312010

R. MALIK CONSTRUCTION, LLC,
Plaintiff

v.

EARL GEERTGENS and TAMA
GEERTGENS,
Defendants

EARL GEERTGENS and TAMA
GEERTGENS,
Third-Party Plaintiffs

v.

R. MALIK CONSTRUCTION, LLC and
RIC MALIK,
Counterclaim Defendant
and Third-Party Defendant

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY - LAW
DIVISION

DOCKET NO. L-002561-15

ORDER FOR FINAL
JUDGMENT

This matter having been brought before the Court upon the application of Earp Cohn
P.C., counsel for Defendants Earl and Tama Geertgens, with Carol S. Harding, Esquire,

DOCKET 2019-10-03/12/2019 19:40:10 TRANS ID: LCV20191000022

appearing, and the Court having GRANTED SUMMARY JUDGMENT AS TO Count IV of Defendants'/Third-Party and Counterclaim Plaintiffs' Complaint, the Court having considered the application for attorneys' fees and costs of the Geertgens, and good cause having been shown;

IT IS HEREBY ORDERED this 12 day of June, 2019, that the motion of Defendants Earl and Tama Geertgens for Summary Judgment as to all counts of Plaintiff's Complaint and as to Count IV of Defendants'/Third-Party Plaintiffs' Counterclaim/Third-Party Complaint GRANTED as follows:

1. Judgment is entered in favor of Earl and Tami Geertgens against Counterclaim Defendant R. Malik Construction, LLC and against Third-Party Defendant Ric Malik as to Count IV of Defendants'/Third-Party Plaintiffs' Counterclaim/Third-Party Complaint, jointly and severally, in the amount of \$108,000; and

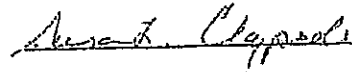
2. Pursuant to N.J.S.A. 56:8-19, Defendants'/Third-Party Plaintiffs Earl and Tama Geertgens are entitled to recover their reasonable attorneys' fees, filing fees, reasonable costs of suit, therefore Judgment is entered in favor of Defendants'/Third-Party Plaintiffs Earl and Tama Geertgens against Counterclaim Defendant R. Malik Construction, LLC and against Third-Party Defendant Ric Malik, jointly and severally, in the amount of \$140,639.06 for attorney and paralegal fees, \$750.00 in initial filing and motion filing fees, \$8,571.69 in costs and disbursements; NOW THEREFORE

IT IS ORDERED that FINAL JUDGMENT be entered in favor of Defendants'/Third-Party Plaintiffs Earl and Tama Geertgens (H/W) and against Counterclaim Defendant R. Malik Construction, LLC and against Third-Party Defendant Ric Malik, jointly and severally, in the total amount of \$257,960.75; and

Defendants/Third-Party Plaintiffs Earl and Tama Geertgeens shall serve a copy of this Order on Plaintiff and Third-Party Defendant with 7 days of their receipt of this Order.

SO ORDERED.

BY THE COURT:


_____, J.S.C.
Susan L. Claypoole, J.S.C.

See attached Statement of Reasons

Exhibit 8

Karen M. Murray, Esquire (#024571996)
LAW OFFICES OF KAREN MURRAY LLC
8 East Main St.
Moorestown, NJ 08057
(856) 778-4002
(856) 778-4008 fax
Attorney for Plaintiffs

EARL GEERTGENS AND TAMA
GEERTGENS,

Plaintiffs

vs.

RIC MALIK, MOORESTOWN
CONSTRUCTION, LLC, ANDREW
MALIK, and MC REMODELING, LLC

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION- BURLINGTON COUNTY

DOCKET NO. BUR-L-1741-23

CIVIL ACTION

ORDER GRANTING ORDER TO SHOW
CAUSE

THIS MATTER being opened to the Court upon application by counsel for Plaintiff for an Order To Show Cause with temporary restraints, filed on an *ex parte* basis, and duly served upon the defendants herein; and the Court having considered the Verified Complaint, and Certification of Counsel submitted in support of the application, and for other good cause shown, and none of the defendants having appeared in the matter;

IT IS on this day of , 2023:

ORDERED that

1. The Order To Show Cause filed by the Plaintiff, dated September 8, 2023, be and the same is hereby GRANTED, and
2. An Order For Turnover of Funds shall issue to T.D. Bank N.A. up to \$5,147.86.
3. The Order entered by the Court dated September 8, 2023 under docket number BUR-L-2561-15, shall be considered the same as an order hereunder for purposes of effective service upon any party; and

4. The documents submitted to the Court with request to seal, as Exhibit F within the Certification of Counsel, on Plaintiff's application for Order To Show Cause, is granted, and the documents shall remain under seal, and shall not be publicly available in eCourts.
5. A copy of this Order shall be served upon all parties within seven (7) days of the date of its filing in eCourts.

J.S.C.

☐ opposed

☐ unopposed

turned over to counsel for the Plaintiffs, at the address of their counsel set forth above, to satisfy the Judgment of the Plaintiffs at Docket No. BUR-L-2561-15.

J.S.C.

☐ opposed

☐ unopposed

Exhibit T



TD Bank
America's Most Convenient Bank®
P.O. Box 1880
Cherry Hill, NJ 08034

td.com

September 11, 2023

LAW OFFICE OF KAREN MURRAY LLC
8 EAST MAIN STREET
MOORESTOWN, NJ 08057

Re: EARL GEERTGENS AND TAMA GEERTGENS v RICK F MALIK, ANDREW MALIK, MOORESTOWN
CONSTRUCTION LLC
Case No. : L 2561-15
TD Bank reference number: 1106460

Dear Sir or Madam:

This letter is to inform you that after a review, pursuant to 31 CFR Part 212, the following accounts may have been frozen in compliance with the Order served on the bank in connection with the above referenced matter. Please note, for any defendant not appearing in the following list, no account was located.

Account	Name	Amount
0123	RIC F MALIK, KAREN S MALIK	\$100.00
1101	MC REMODELING CORPORATION	\$339.73
1119	MC REMODELING CORPORATION	\$4,107.85
9451	MC REMODELING CORPORATION	\$600.28
Total	\$5,147.86	

Should you have additional questions, please call me at (856) 380-2675.

Sincerely,

TD Bank, N.A.
Levy Department
P.O. Box 1880
Cherry Hill, NJ 08034

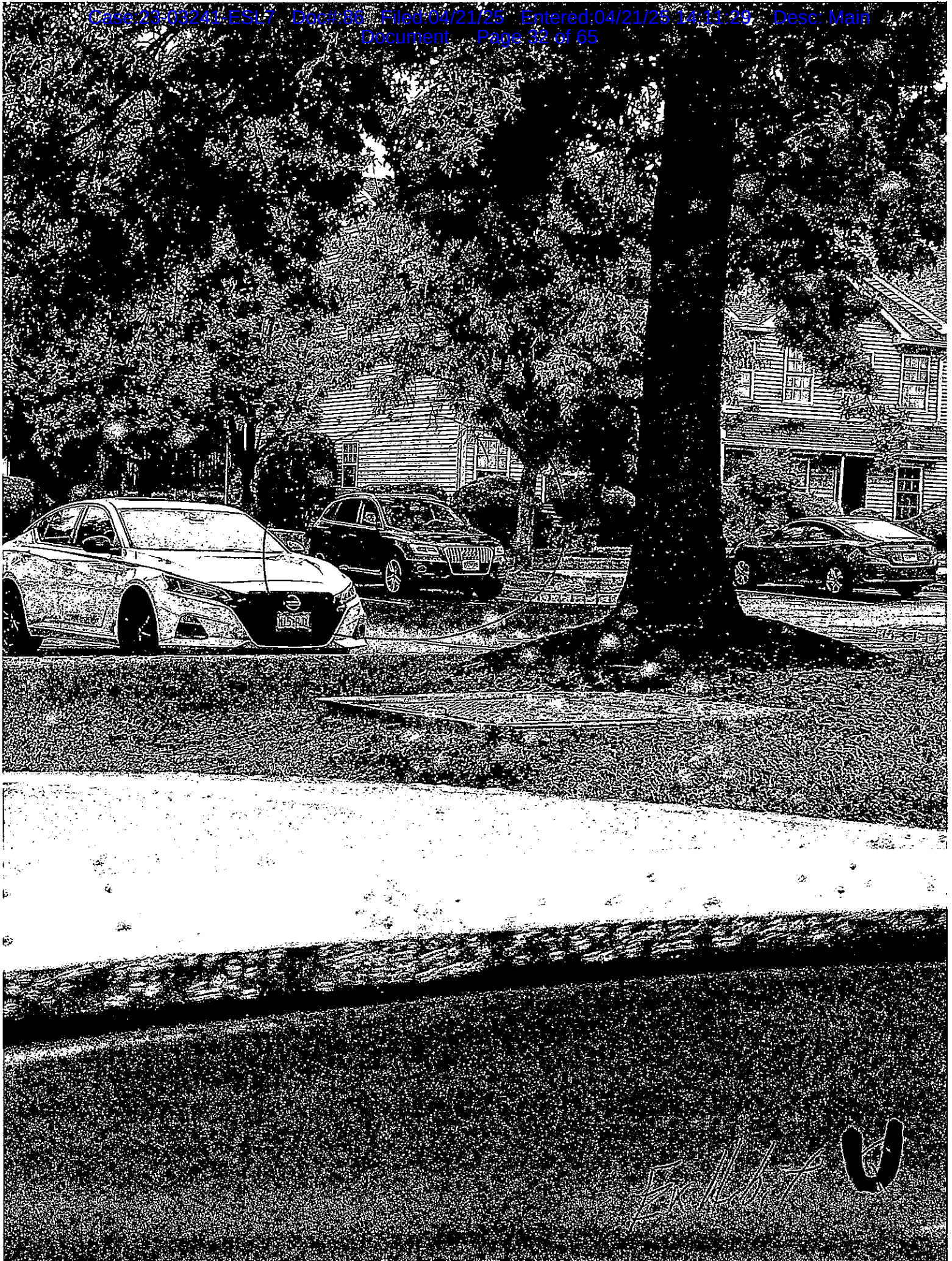


Exhibit 7 U

Filed with the Court

SEP 08 2023

Eric G. Fikry, J.S.C.

EDITED BY THE COURT:

Karen M. Murray, Esquire (#024571996)
LAW OFFICES OF KAREN MURRAY LLC
8 East Main St.
Moorestown, NJ 08057
(856)778-4002
(856)778-4008 fax
Attorneys for Plaintiffs, Earl and Tama Geertgens

EARL GEERTGENS and TAMA
GEERTGENS,

Plaintiff,

v.

RIC MALIK,
MOORESTOWN CONSTRUCTION, LLC,
ANDREW MALIK, and MC REMODELING,
LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO. L 2561-15

CIVIL ACTION

ORDER TO SHOW CAUSE WITH
TEMPORARY RESTRAINTS

THIS MATTER being brought before the Court by Karen M. Murray, Esq. of the Law Offices of Karen Murray LLC, attorney for plaintiffs, Earl and Tama Geertgens, seeking relief by way of temporary restraints pursuant to R. 4:52, based upon the facts set forth in the Verified Complaint and certification of counsel filed herewith; and the Court having found it appearing that immediate and irreparable damage will probably result before notice can be given and a hearing held and for good cause shown.

It is on this 8th day of September 2023 *ORDERED* that the defendants and TD Bank N.A., appear and show cause before the Superior Court at the Burlington County Courthouse, 49 Rancocas Rd. Mt. Holly, New Jersey at 11:00 o'clock in the morning or as soon thereafter as counsel can be heard, on the 19th day of October, 2023 why an order should not be issued for

turnover of funds held in the bank account of MC Remodeling, LLC, at TD Bank N.A., and applied towards the satisfaction of Plaintiff's judgment docketed at BUR-L-2561-2015, BUR-L-2561-15, JUDGMENT NO. J-94855-19; and granting such other relief as the court deems equitable and just.

And it is further *ORDERED* that pending the return date herein,

TD Bank N.A. shall:

- A. Hold and retain within its control and prohibit Ric Malik, Moorestown Construction, LLC, MC Remodeling, LLC or Andrew Malik, from withdrawing, removing, transferring, encumbering, disbursing, dissipating, converting, selling, gifting, or otherwise disposing of any accounts, assets, funds, or other property that are owned by, held in the name of, for the benefit of, or otherwise control by, directly or indirectly, Ric Malik, Moorestown Construction, LLC, MC Remodeling, LLC or Andrew Malik, in whole or in part, except as directed by further order of the Court
- B. Provide counsel for the plaintiffs, within twenty (20) days after being served with a copy of this Order, a certified statement setting forth:
 - a. the identification number of each such account or asset titled in the name, individually or jointly, of Ric Malik, Moorestown Construction, LLC, MC Remodeling, LLC or Andrew Malik, or otherwise subject to access or control by any of the foregoing.
 - b. The balance of each such account, and if the account or other asset has been closed within the past two years, the date closed, and the amount of funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted;
 - c. Provide counsel for the plaintiffs, within (7) days of being served with a request, copies of all documents pertaining to such accounts, including but not limited to original or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from accounts, and currency transaction reports.

And it is further *ORDERED* that:

1. The Defendants and T.D. Bank shall have a right to move to dissolve or modify the temporary restraints herein contained on two (2) days' notice to the plaintiffs' attorney.
2. A copy of this order to show cause, verified complaint, legal memorandum and any supporting affidavits or certifications submitted in support of this application be served upon the defendants within seven (7) days hereof, in accordance with R. 4:4-3 and R. 4:4-4, this being original process.
3. The plaintiff must file with the court his/her/its proof of service of the pleadings on the defendant no later than three (3) days before the return date.
4. Defendant shall file and serve a written response to this order to show cause and the request for entry of injunctive relief and proof of service by **October 5, 2024**. The original documents must be filed with the Clerk of the Superior Court in the county listed above. A directory of these offices is available in the Civil Division Management Office in the county listed above and online at njcourts.gov. You must send a copy of your opposition papers directly to Judge Fikry, whose address is Superior Court of New Jersey, Law Division, 49 Rancocas Rd., Mt. Holly, New Jersey 08060. You must also send a copy of your opposition papers to the plaintiff's attorney whose name and address appears above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file your opposition and pay the required fee of \$175.00 and serve your opposition on your adversary, if you want the court to hear your opposition to the injunctive relief the plaintiff is seeking.
5. The plaintiff must file and serve any written reply to the defendant's order to show cause opposition by **October 12, 2023**. The reply papers must be filed with the Clerk of the Superior Court in the county listed above and a copy of the reply papers must be sent directly to the chambers of Judge Eric G. Fikry.

6. If the defendant does not file and serve opposition to this order to show cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that the plaintiff files a proof of service and a proposed form of order at least three days prior to the return date.

7. If the plaintiff has not already done so, a proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the court no later than three (3) days before the return date.

8. Defendant take notice that the plaintiff has filed a lawsuit against you in the Superior Court of New Jersey. The verified complaint attached to this order to show cause states the basis of the lawsuit. If you dispute this complaint, you, or your attorney, must file a written answer to the complaint and proof of service within 35 days from the date of service of this order to show cause; not counting the day you received it.

9. These documents must be filed with the Clerk of the Superior Court in the county listed above. A directory of these offices is available in the Civil Division Management Office in the county listed above and online at njcourts.gov. Include a \$175.00 filing fee payable to the "Treasurer State of New Jersey." You must also send a copy of your Answer to the plaintiff's attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve your Answer (with the fee) or judgment may be entered against you by default. Please note: Opposition to the order to show cause is not an Answer and you must file both. Please note further: if you do not file and serve an Answer within 35 days of this Order, the Court may enter a default against you for the relief plaintiff demands.

10. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at njcourts.gov.

11. The court will entertain argument, but not testimony, on the return date of the order to show cause, unless the court and parties are advised to the contrary no later than seven (7) days before the return date.

s/ Eric G. Fikry, J.S.C.
HON. ERIC G. FIKRY, J.S.C.

BURLINGTON COUNTY
SUPERIOR COURT
49 RANCOCAS ROAD
MT HOLLY NJ 08060

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 288-9500
COURT HOURS 8:30 AM - 4:30 PM

DATE: SEPTEMBER 12, 2023
RE: GEERTIGENS EARL VS MALIK RIC
DOCKET: BUR L -001741 23

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ERIC G. FIKRY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003
AT: (609) 288-9500.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: KAREN M. MURRAY
KAREN MURRAY LLC
8 EAST MAIN ST
MOORESTOWN NJ 08077

JUCCARO

Exhibit W

Exhibit X

Case Summary

Case Number: BUR L-002561-15

Case Caption: R Malik Construction Llc Vs Geertens

Court: Civil Part

Case Type: Construction

Case Track: 2

Original Discovery End Date: 10/17/2016

Original Arbitration Date: 02/10/2017

Original Trial Date: 01/03/2017

Disposition Date: 03/14/2019

Venue: Burlington

Case Status: Disposed

Judge: Eric G Fikry

Current Discovery End Date: 11/30/2018

Current Arbitration Date:

Current Trial Date:

Case Disposition: Tried To Completion
Without Jury

Case Initiation Date: 11/05/2015

Jury Demand: 6 Jurors

Team: 3

of DED Extensions: 9

of Arb Adjournments: 3

of Trial Date Adjournments: 4

Statewide Lien: J -94855-19

Plaintiffs

R Malik Constructionllc

Party Description: Company

Address Line 1:

City:

State:

Attorney Email: MOLZLAW@AOL.COM

Earl Geertgens

Party Description: Individual

Address Line 1:

City:

State:

Attorney Email: KMURRAY@MURRAYNJLAW.COM

Tama Geertgens

Party Description: Individual

Address Line 1:

City:

State:

Attorney Email: KMURRAY@MURRAYNJLAW.COM

Defendants

Earl Geertgens

Party Description: Individual

Address Line 1:

City:

State:

Attorney Email: KMURRAY@MURRAYNJLAW.COM

Tama Geertgens

Party Description: Individual

Address Line 1:

City:

State:

Attorney Email: KMURRAY@MURRAYNJLAW.COM

R Malik Constructionllc

Party Description: Corp

Address Line 1:

City:

State:

Attorney Email:

Ric Malik

Party Description: Individual

Address Line 1:

City:

State:

Attorney Email:

Address Line 2:

Zip: 00000

Attorney Name: Mark J Molz

Attorney Bar ID: 038271985

Phone:

Address Line 2:

Zip: 00000

Attorney Name: Karen M Murray

Attorney Bar ID: 024571996

Phone:

Address Line 2:

Zip: 00000

Attorney Name: Karen M Murray

Attorney Bar ID: 024571996

Phone:

Address Line 2:

Zip: 00000

Attorney Name: Karen M Murray

Attorney Bar ID: 024571996

Phone:

Address Line 2:

Zip: 00000

Attorney Name: Karen M Murray

Attorney Bar ID: 024571996

Phone:

Address Line 2:

Zip: 00000

Attorney Name:

Attorney Bar ID:

Phone:

Address Line 2:

Zip: 00000

Attorney Name:

Attorney Bar ID:

Phone:

Exhibit

4/6/23

Mark,

I hope this message finds you well. I am writing to inform you that I have decided to terminate your services as my legal counsel, effective immediately.

I simply wanted to inform you of my decision to terminate our professional relationship.

Thank you for your understanding. Despite our decision to part ways, I genuinely appreciate the services you have provided thus far.

I do not require a written confirmation of receipt or any further communication in response to this message.

I wish you success in your future endeavors.

Best regards,

Ric Malik

Exhibit Z

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CERTIFICATE OF DISSOLUTION AND TERMINATION**

Title N.J.S.A 42:2C

MOORESTOWN CONSTRUCTION LLC
0450070199

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named business entity did on the 12th of September, 2023, file and record in this department a combined Certificate of Dissolution and Termination.

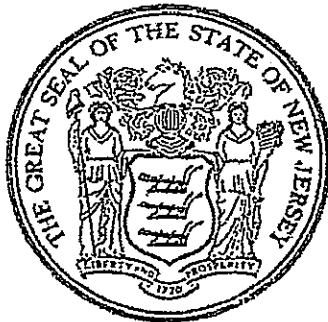
1. Name: MOORESTOWN CONSTRUCTION LLC
2. Business ID#: 0450070199
3. Date of Formation: 04/21/2016
4. All assets have been discarded and have been applied to creditors or distributed to its members.

The undersigned represents that the filing complies with State laws detailed in Title 42:2C and that they are authorized to sign this form on behalf of the Limited Liability Company.

Filed Date: 09/12/2023

Signature and Title

Ric Malik, Member



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
12th day of September, 2023*

Elizabeth Maher Muoio

Certificate Number : 2740948617
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp Elizabeth Maher Muoio
State Treasurer

Filed with the Court

OCT 19 2023

Eric G. Filkry, J.S.C.

PREPARED BY THE COURT:

EARL GEERTGENS and
TAMA GEERTGENS,

Plaintiffs,

v.

RIC MALIK, MOORESTOWN
CONSTRUCTION, LLC, ANDREW MALIK,
and MC REMODELING, LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CIVIL PART
BURLINGTON COUNTY
DOCKET NO. L-1741-23

CIVIL ACTION

ORDER

THIS MATTER having been brought before the Court on an Order to Show Cause with Temporary Restraints by Karen M. Murray, Esq. of the Law Offices of Karen Murray LLC, attorney for plaintiffs, Earl and Tama Geertgens, and with Mark J. Molz, Esq. appearing for argument on behalf of Defendants, Andrew Malik and MC Remodeling LLC, and the Court having considered the submissions of the parties, the oral arguments of counsel, if any, and for good cause shown:

IT IS on this 19th day of October, 2023 **ORDERED:**

1. Plaintiffs' Order to Show Cause seeking the turnover of funds held in the bank accounts of MC Remodeling, LLC and/or MC Remodeling Corporation is **GRANTED** for the reasons set forth on the record.
2. **IT IS FURTHER ORDERED** that no later than fourteen (14) days from the date of this Order, T.D. Bank, N.A. shall release to Karen M. Murray, Esq., counsel for Plaintiffs, Earl Geertgens and Tama Geertgens, the sum of Five Thousand, Forty-Seven Dollars and Eighty-Six Cents (\$5,047.86), comprised of funds that have been frozen in the following accounts:

MC Remodeling Corporation (Acct. ending in x1101) - \$339.73
MC Remodeling Corporation (Acct. ending in x1119) - \$4,107.85
MC Remodeling Corporation (Acct. ending in x9451) - \$600.28

3. **IT IS FURTHER ORDERED** that counsel for plaintiff shall hold the funds received pursuant to this Order in trust pending further Order of the court.
4. Defendants, Andrew Malik and MC Remodeling, LLC shall file an Answer in response to Plaintiffs' Verified Complaint no later than fourteen (14) days from the date of this Order.
5. **Case Management Conference.** A Case Management Conference shall be conducted on **November 30, 2024 at 10:00 a.m. via videoconference.**

The day prior to the conference you will receive an e-mail containing the link you will need to join the conference. Should you have any questions, or if you have any difficulty connecting to the proceeding, please contact chambers at the following e-mail addresses:

Amanda Flores, Secretary (Amanda.Flores@njcourts.gov); and,
Alec Pereira, Law Clerk (alec.pereira@njcourts.gov).

During the Case Management Conference deadlines for the completion of discovery will be established.

6. **Provisions in Prior Orders Not Modified Herein Remain in Effect.** Any provision(s) in prior Orders of the Court not modified herein remain in full force and effect.
7. **IT IS FURTHER ORDERED** that a copy of this Order shall be deemed served upon all counsel and parties of record upon its being posted to eCourts. Movant shall serve a copy of this Order on any parties not served electronically within seven (7) days of the date of this Order.

s/ Eric G. Fikry, J.S.C.
HON. ERIC G. FIKRY, J.S.C.

- ☐ Opposed
☒ Unopposed (No Written Opposition Filed; Defendants' Counsel permitted to participate in oral argument)

Exhibit BB

Case Summary

Case Number: BUR L-001741-23

Case Caption: Geertgens Earl Vs Malik Ric

Court: Civil Part

Case Type: Tort-Other

Case Track: 2

Original Discovery End Date: 08/28/2024

Original Arbitration Date:

Original Trial Date: 05/05/2025

Disposition Date:

Venue: Burlington

Case Status: Active

Judge: Eric G Fikry

Current Discovery End Date: 02/24/2025

Current Arbitration Date:

Current Trial Date: 05/05/2025

Case Disposition: Open

Case Initiation Date: 09/12/2023

Jury Demand: None

Team: 1

of DED Extensions: 3

of Arb Adjournments: 0

of Trial Date Adjournments: 0

Statewide Lien:

Plaintiffs

Earl Geertgens

Party Description: Individual

Address Line 1:

City: State: NJ

Address Line 2:

Zip: 00000

Attorney Name: Karen M Murray

Attorney Bar ID: 024571996

Phone:

Attorney Email: KMURRAY@MURRAYNJLAW.COM

ama Geertgens

Party Description: Individual

Address Line 1:

City: State: NJ

Address Line 2:

Zip: 00000

Attorney Name: Karen M Murray

Attorney Bar ID: 024571996

Phone:

Attorney Email: KMURRAY@MURRAYNJLAW.COM

Andrew Malik

Party Description: Individual

Address Line 1:

City: State:

Address Line 2:

Zip: 00000

Attorney Name: Mark J Molz

Attorney Bar ID: 038271985

Phone:

Attorney Email: MOLZLAW@AOL.COM

Inc Remodeling Llc

Party Description: Corp

Address Line 1:

City: State:

Address Line 2:

Zip: 00000

Attorney Name: Mark J Molz

Attorney Bar ID: 038271985

Phone:

Attorney Email: MOLZLAW@AOL.COM

Defendants

Karen Murray Esq

Party Description: Individual

Address Line 1:

City: State:

Address Line 2:

Zip: 00000

Attorney Name: Jeremy J Zacharias

Attorney Bar ID: 108712014

Phone:

Attorney Email: JJZACHARIAS@MDWCG.COM

Law Offices Of Karenmurray AKA Law Offices Of Karen Murray Llc

Party Description: Corp

Address Line 1:

City: State:

Address Line 2:

Zip: 00000

Attorney Name: Jeremy J Zacharias

Attorney Bar ID: 108712014

Phone:

Attorney Email: JJZACHARIAS@MDWCG.COM

John Doe 1-10

Party Description: Fictitious

Address Line 1:

Address Line 2:

Zip: 00000

Attorney Name:

Attorney Bar ID:

Phone:

Eric Malik

Party Description: Individual

Address Line 1:

Address Line 2:

Attorney Name:

Attorney Bar ID:

City:

State: NJ

Zip: 00000

Phone:

Attorney Email:

Moorestown Construction LLC

Party Description: Business

Address Line 1:

Address Line 2:

Attorney Name:

Attorney Bar ID:

City:

State: NJ

Zip: 00000

Phone:

Attorney Email:

Andrew Malik

Party Description: Individual

Address Line 1:

Address Line 2:

Attorney Name: Mark J Molz

Attorney Bar ID: 038271985

City:

State: NJ

Zip: 00000

Phone:

Attorney Email: MOLZLAW@AOL.COM

Eric Remodeling LLC

Party Description: Business

Address Line 1:

Address Line 2:

Attorney Name: Mark J Molz

Attorney Bar ID: 038271985

City:

State: NJ

Zip: 00000

Phone:

Attorney Email: MOLZLAW@AOL.COM

Case Proceeding

Created Date	Actual Time	Court Room	Judge Name	Proceeding Description	Motion Type	Proceeding Status	Motion Status
0/19/2023	11:00	3COB	ERIC G FIKRY	MOTION HEARING	MOTION FOR ORDER TO SHOW CAUSE HEARING	COMPLETED	CM
1/19/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM	RSCHED	
1/19/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM	RSCHED	
2/02/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM	RSCHED	
2/02/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM	RSCHED	
2/16/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM	COMPLETED	CM
2/16/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM	COMPLETED	CM
5/10/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	RSCHED	
5/24/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	COMPLETED	CM
8/16/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO EXTEND DISCOVERY	COMPLETED	CM
9/27/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	RSCHED	
9/27/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STAY CASE	RSCHED	
0/11/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	RSCHED	
0/11/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STAY CASE	RSCHED	
0/11/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STAY CASE	COMPLETED	CM
					MOTION TO STRIKE		

0/25/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	RSCHED	
0/25/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STAY CASE	RSCHED	
1/22/2024	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO EXTEND DISCOVERY	COMPLETED	CM
1/17/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	RSCHED	
1/31/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	RSCHED	
2/14/2025	03:00	2COB	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	RSCHED	
2/28/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	RSCHED	
3/11/2025	01:30	3031	SHEREEN R YOUSSEF	SETTLEMENT CONFERENCE		CANCEL	
3/14/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO VACATE DISMISSAL FAILURE TO MAKE DISCOVERY	RSCHED	
3/14/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO PAY COUNSEL FEES	RSCHED	
3/14/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO QUASH	RSCHED	
3/14/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	RSCHED	
4/25/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO VACATE DISMISSAL FAILURE TO MAKE DISCOVERY	PENDING	PG
4/25/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO PAY COUNSEL FEES	PENDING	PG
4/25/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO QUASH	PENDING	PG
4/25/2025	09:00	REMO T	ERIC G FIKRY	MOTION HEARING	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY	PENDING	PG
5/05/2025	09:00	2COB	ERIC G FIKRY	TRIAL		PENDING	

Case Actions			
Filed Date	Docket Text	Transaction ID	Entry Date
9/12/2023	Verified Complaint for BUR-L-001741-23 submitted by MURRAY, KAREN M, KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20232677123	09/12/2023
9/08/2023	Order Show Cause(Setting Hearing Date)-GRANTED by Judge ERIC G. FIKRY, J.S.C.	LCV20232678341	09/12/2023
9/12/2023	The motion filed on 09/12/2023 will be decided on 10/19/2023. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: COMPLAINT [LCV20232677123]	LCV20232678545	09/12/2023
9/13/2023	TRACK ASSIGNMENT Notice submitted by Case Management	LCV20232729620	09/13/2023
9/13/2023	General Correspondence uploaded by Case Management Staff submitted by KAREN M MURRAY	LCV20232744011	09/13/2023
9/14/2023	CORRESPONDENCE submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20232844388	09/14/2023
9/15/2023	PROOF OF SERVICE submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC	LCV20232852134	09/15/2023
9/17/2023	AFFIDAVIT OF SERVICE submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC	LCV20232859804	09/17/2023
9/17/2023	AFFIDAVIT OF SERVICE submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC	LCV20232859805	09/17/2023
9/17/2023	AFFIDAVIT OF SERVICE submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC	LCV20232859807	09/17/2023
9/30/2023	PROOF OF SERVICE submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC	LCV20232988666	09/30/2023
0/12/2023	REPLY BRIEF submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20233108468	10/12/2023
0/17/2023	REPLY BRIEF submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20233141418	10/17/2023

0/17/2023	NOTICE OF BANKRUPTCY submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC	LCV20233141430	10/17/2023
0/18/2023	CLERK NOTICE: re: Verified Complaint [LCV20232677123] -COUNSEL - The Order to Show Cause hearing shall proceed IN PERSON as scheduled tomorrow, 10/19/23, at 11:00 a.m. as to all defendants other than the Debtor in Bankruptcy, Ric F. Malik. Please do not hesitate to call chambers if you have any questions	LCV20233147902	10/18/2023
0/18/2023	CORRESPONDENCE submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against RIC MALIK, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20233149043	10/18/2023
0/18/2023	GENERAL CORRESPONDENCE submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGEENS	LCV20233153527	10/18/2023
0/19/2023	ORDER SHOW CAUSE-Granted by Judge FIKRY, ERIC, G re: Verified Complaint [LCV20232677123]	LCV20233191709	10/23/2023
1/02/2023	Answer W/CounterClaim ,3rd Party Claim submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGEENS	LCV20233286478	11/02/2023
1/20/2023	NOTICE OF APPEARANCE - FIRST PLEADING submitted by ZACHARIAS, JEREMY, J of MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN on behalf of KAREN MURRAY ESQ, LAW OFFICES OF KAREN MURRAY LLC against ANDREW MALIK, MC REMODELING LLC	LCV20233424954	11/20/2023
1/20/2023	ADJOURNMENT REQUEST submitted by ZACHARIAS, JEREMY, J of MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN on behalf of KAREN MURRAY ESQ, LAW OFFICES OF KAREN MURRAY LLC against ANDREW MALIK, MC REMODELING LLC	LCV20233425188	11/20/2023
1/28/2023	CLERK NOTICE: re: ADJOURNMENT REQUEST [LCV20233425188] -The Case Management Conference scheduled for November 30, 2023, at 10:00 a.m. is hereby adjourned per letter dated 11-20-2023. New date is forthcoming.	LCV20233480640	11/28/2023
2/06/2023	MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM submitted by ZACHARIAS, JEREMY, J of MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN on behalf of KAREN MURRAY ESQ, LAW OFFICES OF KAREN MURRAY LLC against ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20233554858	12/06/2023
2/06/2023	The motion filed on 12/06/2023 will be decided on 01/19/2024. Oral argument has been requested. You will be notified when oral argument is scheduled. Do not come to the courthouse unless you are so notified. Re: MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM [LCV20233554858]	LCV20233558967	12/06/2023
2/06/2023	MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, JOHN DOE 1-10, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20233559290	12/06/2023
2/08/2023	The motion filed on 12/06/2023 will be decided on 01/19/2024. Oral argument has been requested. You will be notified when oral argument is scheduled. Do not come to the courthouse unless you are so notified. Re: MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM [LCV20233559290]	LCV20233575709	12/08/2023
1/10/2024	ADJOURNMENT REQUEST (MOTION) submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGEENS, KAREN MURRAY ESQ, LAW OFFICES OF KAREN MURRAY LLC *LINKED FILING*	LCV202482982	01/10/2024
1/10/2024	The motion filed on 12/06/2023 was rescheduled to 02/02/2024. Oral argument has been requested. You will be notified when oral argument is scheduled. Do not come to the courthouse unless you are so notified. Re: MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM [LCV20233559290]	LCV202483847	01/10/2024
1/10/2024	The motion filed on 12/06/2023 was rescheduled to 02/02/2024. Oral argument has been requested. You will be notified when oral argument is scheduled. Do not come to the courthouse unless you are so notified. Re: MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM [LCV20233554858]	LCV202483865	01/10/2024
1/25/2024	OPPOSITION TO MOTION submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGEENS, KAREN MURRAY ESQ, LAW OFFICES OF KAREN MURRAY LLC *LINKED FILING*	LCV2024219397	01/25/2024
1/25/2024	OPPOSITION TO MOTION submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGEENS, KAREN MURRAY ESQ, LAW OFFICES OF KAREN MURRAY LLC *LINKED FILING*	LCV2024219418	01/25/2024
1/27/2024	LACK OF PROSECUTION DISMISSAL WARNING Notice submitted by Case Management	LCV2024233131	01/27/2024
1/29/2024	REPLY BRIEF submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV2024244133	01/29/2024
1/29/2024	REPLY BRIEF submitted by ZACHARIAS, JEREMY, J of MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN on behalf of KAREN MURRAY ESQ, LAW OFFICES OF KAREN MURRAY LLC against ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV2024244055	01/29/2024
2/05/2024	ADJOURNMENT REQUEST (MOTION) submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGEENS *LINKED FILING*	LCV2024302949	02/05/2024
2/05/2024	The motion filed on 12/06/2023 was rescheduled to 02/16/2024. Oral argument has been requested. You will be notified if oral argument is scheduled. Do not come to the courthouse unless you are so notified. Re: MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM [LCV20233559290]	LCV2024303887	02/05/2024
2/05/2024	The motion filed on 12/06/2023 was rescheduled to 02/16/2024. Oral argument has been requested. You will be notified if oral argument is scheduled. Do not come to the courthouse unless you are so notified. Re: MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM [LCV20233559290]	LCV2024303895	02/05/2024

2/06/2024	MEDIATION Notice submitted by Case Management	LCV2024322045	02/06/2024
2/20/2024	ORDER TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM-Partial by Judge FIKRY, ERIC, G re: MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM [LCV20233559290]	LCV2024442243	02/20/2024
2/20/2024	ORDER TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM-Partial by Judge FIKRY, ERIC, G re: MOTION TO DISMISS COMPLAINT, FAILURE TO STATE CLAIM [LCV20233554858]	LCV2024442252	02/20/2024
3/30/2024	LACK OF PROSECUTION DISMISSAL ORDER Notice submitted by Case Management	LCV2024825211	03/30/2024
4/15/2024	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV2024954186	04/15/2024
4/15/2024	The motion filed on 04/15/2024 will be decided on 05/10/2024. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV2024954186]	LCV2024964190	04/15/2024
5/09/2024	ADJOURNMENT REQUEST (MOTION) submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGENS *LINKED FILING*	LCV20241184310	05/09/2024
5/09/2024	REPLY BRIEF submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGENS against ANDREW MALIK, RIC MALIK, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20241185146	05/09/2024
5/10/2024	CLERK NOTICE: re: ADJOURNMENT REQUEST (MOTION) [LCV20241184310] -All submissions have been reviewed and the Adjournment Request has been granted. The new return date for this motion will be 5/24/24. Please reach out to chambers for any questions or concerns. Thank you.	LCV20241195945	05/10/2024
5/10/2024	The motion filed on 04/15/2024 was rescheduled to 05/24/2024. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV2024954186]	LCV20241195953	05/10/2024
5/23/2024	OPPOSITION TO MOTION submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGENS *LINKED FILING*	LCV20241322327	05/23/2024
5/25/2024	REPLY BRIEF submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20241336596	05/25/2024
6/24/2024	DISCOVERY END DATE REMINDER Notice submitted by Case Management	LCV20241574998	06/24/2024
7/22/2024	MOTION TO EXTEND DISCOVERY submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGENS against ANDREW MALIK, MC REMODELING LLC	LCV20241828205	07/22/2024
7/23/2024	The motion filed on 07/22/2024 will be decided on 08/16/2024. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION TO EXTEND DISCOVERY [LCV20241828205]	LCV20241832962	07/23/2024
8/16/2024	ORDER EXTEND DISCOVERY-Granted by Judge FIKRY, ERIC, G re: MOTION TO EXTEND DISCOVERY [LCV20241828205]	LCV20242038400	08/19/2024
8/16/2024	ORDER TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY-Granted by Judge FIKRY, ERIC, G re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV2024954186]	LCV20242046765	08/20/2024
9/06/2024	MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20242178656	09/06/2024
9/09/2024	The motion filed on 09/06/2024 will be decided on 09/27/2024. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20242178656]	LCV20242232318	09/09/2024
9/24/2024	CROSS MOTION TO STAY CASE submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGENS *LINKED FILING*	LCV20242468150	09/24/2024
9/25/2024	The motion filed on 09/24/2024 will be decided on 09/27/2024. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: CROSS MOTION TO STAY CASE [LCV20242468150]	LCV20242481741	09/25/2024
9/25/2024	OPPOSITION TO MOTION submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGENS against ANDREW MALIK, MC REMODELING LLC, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20242484148	09/25/2024
9/25/2024	REPLY BRIEF submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGENS against ANDREW MALIK, MC REMODELING LLC, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20242484218	09/25/2024
0/01/2024	Oral Argument has been granted. Remote Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20242178656] is scheduled on 09/27/2024 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video	LCV20242524506	10/01/2024
0/01/2024	Oral Argument has been granted. Remote Re: CROSS MOTION TO STAY CASE [LCV20242468150] is scheduled on 09/27/2024 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video	LCV20242524513	10/01/2024
0/01/2024	ADJOURNMENT REQUEST (MOTION) submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGENS *LINKED FILING*	LCV20242524972	10/01/2024
0/01/2024	Oral Argument has been granted. Remote Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20242178656] is scheduled on 09/27/2024 with	LCV20242524972	10/01/2024

0/01/2024	Oral Argument has been granted. Remote Re: CROSS MOTION TO STAY CASE [LCV20242468150] is scheduled on 09/27/2024 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20242529043	10/01/2024
0/02/2024	Oral Argument has been granted. Remote Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20242178656] is rescheduled on 10/11/2024 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20242544073	10/02/2024
0/02/2024	Oral Argument has been granted. Remote Re: CROSS MOTION TO STAY CASE [LCV20242468150] is rescheduled on 10/11/2024 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20242544081	10/02/2024
0/10/2024	Oral Argument has been granted. Remote Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20242178656] is rescheduled on 10/25/2024 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20242618598	10/10/2024
0/10/2024	Oral Argument has been granted. Remote Re: CROSS MOTION TO STAY CASE [LCV20242468150] is rescheduled on 10/25/2024 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20242618607	10/10/2024
0/10/2024	Oral Argument has been granted. Remote Re: CROSS MOTION TO STAY CASE [LCV20242468150] is rescheduled on 10/11/2024 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20242618636	10/10/2024
0/10/2024	Oral Argument has been granted. Remote Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20242178656] is rescheduled on 10/11/2024 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20242618639	10/10/2024
0/11/2024	ORDER TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY-Granted by Judge FIKRY, ERIC, G re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20242178656]	LCV20242648214	10/15/2024
0/11/2024	ORDER TO STAY CASE-Denied by Judge FIKRY, ERIC, G re: CROSS MOTION TO STAY CASE [LCV20242468150]	LCV20242648989	10/15/2024
1/05/2024	MOTION TO EXTEND DISCOVERY submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC	LCV20242888805	11/05/2024
1/06/2024	The motion filed on 11/05/2024 will be decided on 11/22/2024. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION TO EXTEND DISCOVERY [LCV20242888805]	LCV20242904184	11/06/2024
2/02/2024	ORDER EXTEND DISCOVERY-Granted by Judge FIKRY, ERIC, G re: MOTION TO EXTEND DISCOVERY [LCV20242888805]	LCV20243108396	12/03/2024
2/10/2024	The "Trial" Proceeding for BUR-L-001741-23 has been scheduled for 05/05/2025.	LCV20243168315	12/10/2024
2/11/2024	COURT Notice submitted by Case Management	LCV20243174621	12/11/2024
2/11/2024	CORRECTED: MOTION TO DISMISS COMPLAINT FOR FAILURE TO MAKE DISCOVERY submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20243183609	12/11/2024
2/11/2024	CORRESPONDENCE submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV20243183621	12/11/2024
2/12/2024	CORRECTION: re: [LCV20243183609] MOTION TO DISMISS COMPLAINT FOR FAILURE TO MAKE DISCOVERY submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC Filing Type has been changed to MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY by Case Management Staff	LCV20243188548	12/12/2024
2/12/2024	The motion filed on 12/11/2024 will be decided on 01/17/2025. Oral argument has been requested. You will be notified if oral argument is scheduled. Do not come to the courthouse unless you are so notified. Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20243183609]	LCV20243188565	12/12/2024
1/09/2025	ADJOURNMENT REQUEST (MOTION) submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGEENS *LINKED FILING*	LCV202560181	01/09/2025
1/09/2025	The "Settlement Conference" Proceeding for BUR-L-001741-23 has been scheduled for 03/11/2025.	LCV202564281	01/09/2025
1/09/2025	OPPOSITION TO MOTION submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, MOORESTOWN CONSTRUCTION LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV202566184	01/09/2025
1/10/2025	COURT Notice submitted by Case Management	LCV202566896	01/10/2025
1/14/2025	Oral Argument has been granted. Remote Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20243183609] is rescheduled on 01/31/2025 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV202595035	01/14/2025
2/03/2025	Oral argument has been granted. Hearing is rescheduled on 02/14/2025 with Judge FIKRY, ERIC, G, Court Room 2COB. re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20243183609]	LCV2025258710	02/03/2025
2/03/2025	ORDER TO STRIKE ANSWER - GRANTED by Judge ERIC G. FIKRY, PJ. CV.	LCV2025258718	02/03/2025
2/11/2025	PROOF OF SERVICE submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK against EARL GEERTGENS, TAMA GEERTGEENS	LCV2025330794	02/11/2025
2/13/2025	MOTION TO VACATE DISMISSAL FAILURE TO MAKE DISCOVERY submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGEENS *LINKED FILING*	LCV2025355959	02/14/2025
2/14/2025	REPLY BRIEF submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV2025359582	02/14/2025

2/14/2025	CORRESPONDENCE submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV2025365485	02/14/2025
2/14/2025	The motion filed on 02/13/2025 will be decided on 03/14/2025. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION TO VACATE DISMISSAL FAILURE TO MAKE DISCOVERY [LCV2025355959]	LCV2025365681	02/14/2025
2/20/2025	Oral Argument has been granted. Remote Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20243183609] is rescheduled on 02/28/2025 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV2025402922	02/20/2025
2/24/2025	CROSS MOTION TO PAY COUNSEL FEES submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV2025430579	02/24/2025
2/24/2025	MOTION TO QUASH submitted by MOLZ, MARK, J of MARK J. MOLZ on behalf of ANDREW MALIK, MC REMODELING LLC against EARL GEERTGENS, TAMA GEERTGEENS *LINKED FILING*	LCV2025443658	02/24/2025
2/25/2025	The motion filed on 02/24/2025 will be decided on 03/14/2025. Oral argument has been requested. You will be notified if oral argument is scheduled. Do not come to the courthouse unless you are so notified. Re: CROSS MOTION TO PAY COUNSEL FEES [LCV2025430579]	LCV2025445771	02/25/2025
2/25/2025	The motion filed on 02/24/2025 will be decided on 03/14/2025. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION TO QUASH [LCV2025443658]	LCV2025446216	02/25/2025
2/25/2025	Oral Argument has been granted. Remote Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20243183609] is rescheduled on 03/14/2025 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV2025453743	02/25/2025
3/06/2025	OPPOSITION TO MOTION submitted by MURRAY, KAREN, M of KAREN MURRAY LLC on behalf of EARL GEERTGENS, TAMA GEERTGEENS against ANDREW MALIK, MC REMODELING LLC, ANDREW MALIK, MC REMODELING LLC *LINKED FILING*	LCV2025546467	03/06/2025
3/13/2025	CLERK NOTICE: re: MOTION TO QUASH [LCV2025443658] -The Court will be reaching out to you shortly regarding scheduling Oral Argument on your motion for next Friday, March 21, 2025, in the afternoon. In the meantime, please do not hesitate to contact me with any questions.	LCV2025807788	03/13/2025
4/04/2025	The "Settlement Conference" Proceeding for BUR-L-001741-23 scheduled for 03/11/2025 has been: "Cancel".	LCV20251006582	04/04/2025
4/08/2025	Oral Argument has been granted. Remote Re: MOTION TO VACATE DISMISSAL FAILURE TO MAKE DISCOVERY [LCV2025355959] is rescheduled on 04/25/2025 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20251036366	04/08/2025
4/08/2025	Oral Argument has been granted. Remote Re: CROSS MOTION TO PAY COUNSEL FEES [LCV2025430579] is rescheduled on 04/25/2025 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20251036370	04/08/2025
4/08/2025	Oral Argument has been granted. Remote Re: MOTION TO QUASH [LCV2025443658] is rescheduled on 04/25/2025 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20251036376	04/08/2025
4/08/2025	Oral Argument has been granted. Remote Re: MOTION TO STRIKE ANSWER FOR FAILURE TO MAKE DISCOVERY [LCV20243183609] is rescheduled on 04/25/2025 with Judge FIKRY, ERIC, G. Please contact the court for details on whether the proceeding will be held by Phone or Video.	LCV20251036467	04/08/2025
4/08/2025	Court Initiated Correspondence submitted by Court	LCV20251039931	04/08/2025

ER Habib LLC

LAW OFFICE OF
MARK J. MOLZ

1400 ROUTE 38 EAST, P.O. Box 577
HAINESPORT, NEW JERSEY 08036
PHONE: (609) 267-8884
FAX: (609) 267-1281

MARK J. MOLZ*#
MARISA P. MOLZ

#ALSO MEMBER OF FL BAR
*ALSO MEMBER OF PA BAR

OF COUNSEL:
RICHARD R. DiSTEFANO*

October 17, 2023

Hon. Eric Fikry, J.S.C.
Superior Court of New Jersey
Burlington County Courts Facility
49 Rancocas Rd.
Mt. Holly, New Jersey 08060
Via eCourts

Re: Geertgens v. Malik, et al
Docket No. BUR-L-1741-23

Dear Judge Fikry:

Please be advised that this office has been retained by Andrew Malik and MC Remodeling LLC in connection with a levy that has been placed against his checking account. I understand that the Return of the Order to Show Cause is scheduled for October 19, 2023.

The debtor Ric Malik has filed a Petition in Bankruptcy Court under Chapter 7 and the automatic stay provisions apply. (Notice attached). This newest Complaint seeks to collect a judgment against Ric Malik and is stayed.

Please be guided accordingly.

Very Truly Yours,

Mark J. Molz, Esq./s/
Mark J. Molz, Esq.

MJM/mpm

Encl.

cc: Andrew Malik
Karen Murray, Esq.

Information to identify the case:	
Debtor 1:	RIC F MALIK
	First Name Middle Name Last Name
Debtor 2:	
(Spouse, if filing)	First Name Middle Name Last Name
United States Bankruptcy Court:	District of Puerto Rico
Case number:	23-03241
Social Security number or ITIN:	XXX-XX-XXXX
EIN:	---
Social Security number or ITIN:	---
EIN:	---
Date case filed for chapter:	7 10/6/23

Official Form 309B (For Individuals or Joint Debtors)

Notice of Chapter 7 Bankruptcy Case -- Proof of Claim Deadline Set

10/20

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <https://pacer.uscourts.gov>).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	RIC F MALIK	
2. All other names used in the last 8 years		
3. Address	Monte Carmelo Vieques, PR 00765	
4. Debtor's attorney Name and address	FREDERIC CHARDON DUBOS Frederic Chardon Dubos Law Office PO BOX 1797 PR Carolina, PR 00984-1797	Contact phone 787-908-2476 Email: fcdlaw2020@gmail.com
5. Bankruptcy trustee Name and address	WIGBERTO LUGO MENDER Wigberto Lugo Mender, CPA CENTRO INTERNACIONAL DE MERCADEO 100 CARR 165 SUITE 501 GUAYNABO, PR 00968-8052	Contact phone 787 707-0404 Email: trustee@lugomender.com

For more information, see page 2 >

Debtor **RIC F MALIK**

Case number 23-03241

6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov .	Jose V Toledo Fed Bldg & US Courthouse 300 Recinto Sur Street, Room 109 San Juan, PR 00901	Hours open: 8:00 AM - 4:00 PM Contact phone (787) 977-6000 Date: 10/7/23
7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	November 1, 2023 at 10:00 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: Zoom video meeting. Go to Zoom.us/join, Enter Meeting ID 661 211 5667, and Passcode 7473803687 OR, call 1 939 437 3207 For additional meeting information go to www.uscourts.gov/ust/moc.
8. Presumption of abuse If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.	The presumption of abuse does not arise.	
9. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	<p>File by the deadline to object to discharge or to challenge whether certain debts are dischargeable: Filing deadline: 1/2/24</p> <p>You must file a complaint:</p> <ul style="list-style-type: none"> • if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or • if you want to have a debt excepted from discharge under 11 U.S.C § 523(a)(2), (4) or (6). <p>You must file a motion:</p> <ul style="list-style-type: none"> • if you assert that the discharge should be denied under § 727(a)(8) or (9). <hr/> <p>Deadline for all creditors to file a proof of claim (except governmental units): Filing deadline: 12/15/23</p> <p>Deadline for governmental units to file a proof of claim: Filing deadline: 4/3/24</p> <hr/> <p>Deadlines for filing proof of claim: A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p> <hr/> <p>Deadline to object to exemptions: Filing deadline: 30 days after the conclusion of the meeting of creditors The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.</p>	
10. Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
11. Liquidation of the debtor's property and payment of creditors' claims	The bankruptcy trustee listed on the front of this notice will collect and sell the debtor's property that is not exempt. If the trustee can collect enough money, creditors may be paid some or all of the debts owed to them in the order specified by the Bankruptcy Code. To ensure you receive any share of that money, you must file a proof of claim as described above.	
12. Exempt property	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at https://pacer.uscourts.gov . If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9.	

Rick Malik

RESIDENTIAL LEASE – Radey-Malik

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Owner, Frank Radey, shall be referred to as "OWNER" and Tenant(s), Rick Malik, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the apartment (lower level studio - 1 bedroom unit) located in Monte Carmelo in the city of Vieques, PR.

Owner(s) Name: Frank and Lynn Radey

Owner(s) Mailing Address:

Owner(s) Phone Number:

Owner(s) Email Address: Frank@RadeyAssociates.com,

Resident(s) Name: Rick Malik

Resident(s) Primary Mailing Address: P.O Box 756 Vieques, PR 00765

Resident(s) Phone Number: 609-929-0826

Resident(s) Email Address: RicMalik@Comcast.net

Resident(s) Emergency Contact: Karen Malik – 609-929-0825

1. TERMS:

Term shall be 1 year commencing on May 26, 2023 and expiring August 26, 2023. RESIDENT agrees to pay in advance \$900.00 per month on the 1st day of each month.

If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

If the RESIDENT wishes to continue to lease beyond the one year anniversary date, the monthly rent will automatically increase by 10% for each New Year.

2. PAYMENTS:

All payments are to be made payable to Frank Radey via paypal to: @CarolynRadey.com

Summary of rent initiation and/or other charges are to be paid via certified bank check or electronic transfer to the owner as follows:

\$900. Refundable Security deposit

\$900. First month

\$900. Last month (August 2023)

\$2,700. due with the signing of this contract.

3. SECURITY DEPOSITS:

OWNER acknowledges receipt of a security deposit in the amount of \$900.00

Payment shall be made by certified bank check to Frank Radey or electronically transferred upon execution of this lease agreement.

The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT by the OWNER within 15 days after the premises have been completely vacated less any amount necessary to pay OWNER;

- a) Any unpaid rent,
- b) Cleaning costs,
- c) Key replacement costs,
- d.) Cost for repair of damages to premises and/or common areas above ordinary wear and tear, and
- e.) Any other amount legally allowable under the terms of this agreement.

A written accounting of said charges shall be presented to RESIDENT within 15 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. The security is not to be used as the last month's rent.

4. LATE CHARGE:

A late fee of \$ 25 shall be added and due for any payment of rent made after the 1st of the month, with fee increasing by \$5 every additional calendar day. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$150.

5. UTILITIES:

Payment of water and exterminating services shall be the responsibility of the OWNER. Payment of internet, cable and electric services shall be the responsibility of the OWNER. OWNER is not responsible for providing temporary utilities during outages. Garbage pickup is provided by the municipality on the road and OWNER shall provide garbage can. It is the resident's responsibility to take the garbage to the dump if the municipality fails to pick it up.

Tenant agrees turn of lights, appliances & reduce A/C to reduce power consumption when they are not in the apartment.

6. OCCUPANTS:

Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance: Peter Heney and Joe Adam Cougher (12/11-1/11 and 2/1-4/1 2021)

At no time shall more than 2 guests be permitted.

7. PETS and PET DEPOST:

No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining prior written consent and meeting the requirements of the OWNER.

RESIDENT is responsible for cleaning up after said pet and repairing any damage caused by pet. Resident is responsible and liable for the actions of their Pet.

8. USE

The property is to be used solely for residential purposes. The premises shall be used for no other purpose including business, retail, or other commercial uses. There will be no subletting of space without written approval of Owner. The interior of premises are *non-smoking*. If the property sells, OWNER agrees to notify RESIDENT immediately and RESIDENT will have no less than 60 days to vacate the premises.

RESIDENT has the right to use washer/dryer, outdoor shower and (1) off-street parking space. Resident understands that these are shared areas with other renters and will not block any access to the site, parking spaces or shared areas.

Access to the second floor is limited to the Laundry closet for long term residents.

The roof is not a common area - Access is only permitted for access to utilities with soft sole shoes or bare feet and protective padding for any tools or sharp objects with prior approval from the OWNER.

9. NOISE:

RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity after written warning shall be a breach of this agreement.

10. DESTRUCTION OF PREMISES:

If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

11. CONDITION OF PREMISES:

RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees. At the termination of this Agreement, all above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER.

12. ALTERATIONS:

Resident SHALL NOT, without prior written notice and consent by Owner, make any physical alterations, additions, or improvements in, to, or about the premises. Any agreed on changes, additions, improvements, and/or alterations may become the possession of Owner at the end of this lease depending on notification and consent agreement at that time. This includes plumbing and electrical and may apply to other things including, but not limited to concrete work/walls, etc. Walls, etc. need to be repaired upon termination from holes drilled/made, etc. to hang pictures, etc. /again, only with owner approval.

Any items/furniture moved, will be replaced back where found upon vacating. Premises, interior and exterior, will be left in clean condition, this includes the inside, outside, of the refrigerator, the oven, the furniture and the cabinets. All personal property shall be removed upon termination/end of this lease. The Owner has the right to dispose of any personal property left beyond the termination/end date of the Lease and will impose a fee to dispose of each item left.

A Lease Termination Inspection will be done once the property is vacated and before a new tenant arrives.

13: PROPERTY MAINTENANCE:

RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

RESIDENT shall be responsible for keeping the kitchen and all bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from showers, wash basins, toilets or sinks.

RESIDENT agrees to notify OWNER in a timely fashion of any maintenance issues needing attention. OWNER agrees to pay for all mechanical or systems repairs except as caused by negligence of the RESIDENT. OWNER agrees to maintain structure and systems in good working order. Lawn care is the responsibility of the OWNER.

14. CHANGE OF TERMS:

The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

15. TERMINATION:

After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

16. POSSESSION:

If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

17. INSURANCE:

RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

RESIDENT should have comprehensive general liability insurance for bodily injury and property damage to protect RESIDENT and OWNER against any claim by RESIDENT's employees, agents, visitors, licensees or family members. Regardless of anything stated in this lease, RESIDENT releases OWNER from any injury, loss or damage to personal property or persons from any cause. This release is effective even if OWNER or OWNER's employee or agents cause the injury, loss or damage.

RESIDENT ACKNOWLEDGES THAT THE OWNER ADVISED THAT RESIDENT SHOULD OBTAIN PROPERTY AND LIABILITY INSURANCE TO PROTECT HIMSELF AGAINST LOSSES OCCASIONED DURING THE TERM OF THE LEASE AGREEMENT, AS EXTENDED MODIFIED OR RENEWED.

18. RIGHT OF ENTRY, INSPECTION, SHOWINGS:

RESIDENT is aware that property is for rent and may be shown by OWNER and/or his/her Broker. RESIDENT will not interfere with any showings or sale of the property. RESIDENT agrees to keep property in good showing condition. OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER or his/her agent shall give 24 hours advance notice and may enter for the purpose of showing the premises during daytime hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections, monthly exterminating and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

19. ASSIGNMENT:

RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

20. PARTIAL INVALIDITY:

Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

21. NO WAIVER:

OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

22. RESIDENT DEFAULT

The following constitute a default by RESIDENTS

26. LEAD NOTIFICATION REQUIREMENT: N/A

~~For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)~~
~~___ Lead Based Paint Disclosure Form ___ EPA Pamphlet~~

27. ADDITIONS AND/OR EXCEPTIONS

28. NOTICES:

All notices of a formal nature, including demand for performance or declaration of default shall be made in writing and delivered by (a) a copy on the door of the property or (b) to the other parties postal address or (c) by email.

29. INVENTORY:

The premises contain the following items that the RESIDENT may use. _____
_____.

30. KEYS AND ADDENDUMS:

RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement:

Keys #of keys and purposes: 1 apartment key and 1 Laundry key

31. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. RECEIPT OF AGREEMENT:

The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature rick malik
Date 5/23/2023

OWNER'S or Agent's Signature _____
Date _____

Property Condition Checklist

Tenant Name: _____

Date of Move-In Inspection: _____

Move-In Inspection Performed By: _____

Date of Move-Out Inspection: _____

Move-Out Inspection Performed By: _____

Condition:

P=Poor; G=Good; E=Excellent NA=Not Applicable

Notes:

Please feel free to describe the condition of the feature in detail. For example, note if there is a scratch, stain or dent. If the item is new, this should also be noted here.

Move-In Condition	Notes	Move-Out Condition	Notes
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Kitchen

Floor

Walls

Ceiling

Cabinets/Drawers

Counter

Sink

Plumbing

Door

Door Lock/Hardware

Windows/Operators/Screens

Lighting Fixtures

Outlet Covers

Smoke Detector

Refrigerator

Stove/Oven

Dishwasher

Coffee Maker

Toaster

Blender

Basic dishes, pots, pans and glassware, silverware

Living Room/Dining Room

Floor

Walls

Ceiling

Door

Door Lock/Hardware

Windows/Operators

Light Fixtures/Fans

Outlet Covers

Smoke Detector

Air Conditioning

Couch

Table

Bedroom 1

Floor

Walls

Ceiling

Windows/Operators

Light Fixtures/Fans

Outlet Covers

Smoke Detector

Furniture

Air Conditioning

Bathroom 1

Floor

Walls

Ceiling

Shower

Tub

Toilet

Vanity

Sink

Plumbing

Mirror

Lighting Fixtures/Fans


Faucets

Windows

Door/Lock

By signing this document, the landlord and the tenant are agreeing to the condition of the rental property, except for any discrepancies noted. The tenant acknowledges that damage done to the unit, in excess of normal wear and tear, can result in deductions being taken from the tenant's security deposit.

Date of Move-In Inspection: _____

Tenant Signature:  _____

Landlord Signature: _____

Date of Move-Out Inspection: _____

Tenant Signature: _____

Landlord Signature: _____

Exhibit GG

5/2023

